

RFQ Number: RFP/SHN/0046/2021
Issuance Date: 26th September 2021
Deadline for Offers: 7th October 2021
Description: Corporate AV (Documentary)
For: Surjer Hashi Network
Point of Contact: Taimur Reza,
Manager, Procurement & SC
Surjer Hashi Network,
Abedin Tower, 6th Floor,
35 Kamal Ataturk Avenue,
Banani, Dhaka-1213, Bangladesh.

For queries about the RFP in line with Section 1.3 and to register your organization's interest in bidding: procurement@shnnetwork.org

******* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *******

Surjer Hashi Network is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit.

Surjer Hashi Network does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Surjer Hashi Network are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business.

Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General.

In addition, Surjer Hashi Network will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFP must include the following as part of the proposal submission:

Disclose any close, familial, or financial relationships with Surjer Hashi Network or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.

Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.

Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Certify that all information in the proposal and all supporting documentation are authentic and accurate.

Certify understanding and agreement to Surjer Hashi Network' prohibitions against fraud, bribery and kickbacks.

Please contact Ferdous N Khan, Director of Compliance, (fkhan@shnnetwork.org) copying Chief Executive Officer, (shaila.purvin@shnnetwork.org) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to "Surjer Hashi Network", Abedin Tower, 6th Floor, 35 Kamal Ataturk Avenue, Banani, Dhaka-1213, Bangladesh.

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List of Acronyms

CFR	Code of Federal Regulations
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
FPSA	Fixed Price Service Agreement
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SAF	Strategic Activities Fund
SHN	Surjer Hashi Network
U.S.	United States
USAID	U.S. Agency for International Development
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

1.1. Introduction

Surjer Hashi Network (SHN) is a USAID-funded social enterprise whose mission is to offer high-quality, customer-oriented, and affordable health care services and products to all Bangladeshis, with a particular focus on the poor. The company operates approximately 134 Surjer Hashi Clinics throughout Bangladesh that provide essential health services packages along with diagnostic services, drugs, and other pharmaceutical and consumer healthcare products.

Tell the story of SHN in an appealing manner with quality infographics (for sharing key data). The AV must highlight the transition that has taken place from an NGO setup to a private organization. Previous perception of the SHN clinics under the NGO model needs to be revamped to reflect the new concept of a Healthcare Social Enterprise under one unified management team. This means that we have standardized the level of care across the board and have put in place standard minimum pricing that is affordable for majority of our target population. For those who are still not able to pay for the services, we are still providing heavily discounted services to ensure that all are covered. SHN's primary focus is on Mother and Child Healthcare, and Family Planning.

SHN requires a portfolio of professional documentary showcasing the various aspects of its services. Such documentary will take place at SHN clinics, Headquarters and the successful vendor will be required to appropriately make this documentary to show SHN branding. Subject talent in the documentary will be provided by the vendor..

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the FPSA. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting FPSA will be guided by Sections II.

This RFP does not obligate SHN Associates to execute an FPSA nor does it commit SHN to pay any costs incurred in the preparation and submission of the proposals. Furthermore, SHN reserves the right to reject any and all offers, if such action is considered to be in the best interest of SHN

Unless otherwise stated, the periods named in the RFP shall be consecutive calendar days.

1.2. Offer Deadline

SHN prefers that offerors submit their offers electronically. E-mailed offers must be received by noon on **Thursday, October 7, 2021**, at the following address:

procurement@shnnetwork.org

Faxed offers will not be considered. In-person submission of proposals, while not encouraged, shall be allowed if received by the above date and time. In-person submissions **must** be received in triplicate at Abedin Tower, 6th Floor, 35 Kamal Ataturk Avenue, Banani, Dhaka-1213, to the attention of Taimur Reza, Manager , Procurement & SC.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of SHN if felt to be in the best interest of the SHN. SHN cannot guarantee that late offers will be considered.

1.3. Submission of Offers

Proposals must be submitted as described in Section 1.2 above.

A. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in 1.2. The proposals must be submitted to the point of contact designated in 1.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft environment. Offerors must not submit zipped files or any cloud drive link. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. *Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.*

1.4. Requirements

To be determined responsive, an offer must include all of documents and sections included in 1.4.A and 1.4.B.

A. General Requirements

SHN anticipates issuing an FPSA to a Bangladeshi company or organization, provided it is legally registered and recognized under the laws of Bangladesh and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the Republic of Bangladesh upon award of the FPSA.
- (ii) Companies or organizations must have a local presence in Bangladesh at the time the FPSA is signed.
- (iii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the FPSA will be awarded to the lead company in the partnership. The leading company shall be responsible for making all partnership arrangements, including but not limited to division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not necessary for these purposes; however, the different organizations must be committed to work together in the fulfillment of the FPSA terms.

B. Required Proposal Documents

1. Cover Letter

The offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. Official bank account information
- x. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.
 - d) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this RFP.

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Creative (concept, script, theme, understanding of our brand) & Detail work plan. This part shall be between 4 and 7 pages long but may not exceed 7 pages.

Offerors must describe in detail their concept, Script, theme and methodology for producing a number of videos that will showcase SHN and its work. The videos will highlight the SHN 's service, focus, methodology, and approaches. Offerors must also provide a detailed chronological work plan that demonstrates the logical progression of their work.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel (e.g : creative director) may be included in an annex to the technical proposal and will not count against the page limit.

Offerors are required to propose key personnel positions necessary for the implementation of the scope of work and the qualifications for each required key personnel position. Key personnel are personnel who cannot be replaced under the FPSAS without SHN's explicit approval. There shall not be more than two key personnel positions; however, offerors are free to propose whichever overall number of personnel that they feel are needed to successfully ensure completion of the FPSA. Additionally, offerors must provide a CV and narrative description of a named staff listed in their budget.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long, but may not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan.

Additionally, offerors must include 3 past performance references of similar work previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

SHN reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of an FPSA.

It is anticipated that the price of the FPSA to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, production costs, travel cost, casting cost, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in BDT. See Annex 2 for a sample cost structure.

If and when travel is required during the execution of the FPSA, the successful offeror shall be paid for all travel and per diem expenses in line with the travel policies of the SHN and based on the submission of expense reports supported by relevant receipts and bills. These costs do not need to be included in the cost proposal, however. No costs other than the hourly rates contained in the offeror's commercial rate sheet and reimbursable travel expenses will be paid under the FPSA.

The cost proposal shall also include **a budget narrative that explains the basis for the estimate of every cost element or line item**. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. SHN reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. SHN reserves the right to request additional information to substantiate an Offeror's indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

1.5. Source of Funding, Authorized Geographic Code, and Source and Origin

Any Subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations.

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 937 in accordance with the United States Code of Federal Regulations (CFR), 22

CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Bangladesh.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

1.6. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP published	26/09/2021
Bidders' Conference	30/09/2021
Deadline for written questions	29/09/2021
Answers provided to questions/clarifications	03/10/2021
Proposal due date	07/10/2021
Award (estimated)	30/10/2021

The dates above may be modified at the sole discretion of SHN Associates. Any changes will be published in an amendment to this RFP.

Bidders' Conference. A bidders' conference will be held at the Teams at Abedin Tower, 6th Floor, 35 Kamal Ataturk Avenue, Banani, Dhaka-1213, on Thursday, September 30, 2021, at 5:00 pm to provide interested offerors an opportunity to learn more about SHN and to ask any questions about this RFP and the solicitation process. SHN welcomes any organization to attend this bidders' conference. Pre-registration to attend the bidders' conference is required. Please email your registration request and any advance questions by 12:00pm, Monday, September 29, 2021, to Taimur Reza at procurement@shnnetwork.org. Please note that proposals will not be accepted by the SHN from any offeror who did not attend the bidders' conference.

Written notes from the proposal conference will be provided electronically to all registered offerors, including those offerors who submitted written questions prior to the proposal conference, but were unable to attend the proposal conference in person.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Taimur Reza, Manager, at procurement@shnnetwork.org, no later than 6:00 pm on October 1, 2021. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from SHN will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of SHN or any other party, will not be considered official responses regarding this RFP.

Proposal Submission Date. All proposals must be received by 5:00 pm on October 7, 2021, at procurement@shnnetwork.org. Late offers will be considered at the discretion of SHN Associates.

Subcontract Award (estimated). SHN will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP.

1.7. Validity Period

Offerors' proposals must remain valid for 60 calendar days after the proposal deadline.

1.8. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to SHN. Best value will be decided using the tradeoff process.

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below.

In evaluating proposals, SHN will use the following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Creative (concept, script, theme, understanding of our brand) & Detail work plan		
	Technical know-how – Does the proposal clearly explain, understand, and respond to the objectives of the project as stated in the brief? SHN will evaluate based on their concept, Script, theme & understanding the brand etc.	35 points
	Detail worked Plan – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	5 points
Total Points – Technical Approach		40 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Do the proposed team members (e.g: Creative director and others) have necessary experience and capabilities to carry out the Scope of Work?	20 points
Total Points – Management		20 points
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – Does the company have experience relevant to the project Scope of Work as evinced by its approach and references from past clients?	10 points
Total Points – Corporate Capabilities		10 points
Cost Proposal		
	Overall cost presented in the offer	30 points
Total Points – Cost Proposal		30 points
Total Points		100 points

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. SHN will award an FPSA to the offeror whose proposal represents the best value to SHN. SHN may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

1.9. Negotiations

Best offer proposals are requested. It is anticipated that an FPSA will be awarded solely on the basis of the original offers received. However, SHN reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding an FPSA. Furthermore, SHN reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of SHN, offerors may be requested to conduct oral presentations. If deemed an opportunity, SHN reserves the right to make separate awards per component or to make no award at all.

1.10. Terms of Subcontract

This is a request for proposals only and in no way obligates SHN to award an FPSA. In the event of Subcontract negotiations, any resulting Subcontract will be subject to and governed by the terms and clauses detailed in the service agreement negotiated by the parties.

1.11. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation.

Section II Background, Scope of Work, Deliverables, and Deliverables Schedule

II.1 Background

Surjer Hashi Network (SHN) is a USAID-funded social enterprise whose mission is to offer high-quality, customer-oriented, and affordable health care services and products to all Bangladeshis, with a particular focus on the poor. The company operates approximately 134 Surjer Hashi Clinics throughout Bangladesh that provide essential health services packages along with diagnostic services, drugs, and other pharmaceutical and consumer healthcare products.

II.2 Scope of Work

Tell the story of SHN in an appealing manner with quality infographics (for sharing key data). The AV must highlight the transition that has taken place from an NGO setup to a private organization. Previous perception of the SHN clinics under the NGO model needs to be revamped to reflect the new concept of a Healthcare Social Enterprise under one unified management team. This means that we have standardized the level of care across the board and have put in place standard minimum pricing that is affordable for majority of our target population. For those who are still not able to pay for the services, we are still providing heavily discounted services to ensure that all are covered. SHN's primary focus is on Mother and Child Healthcare, and Family Planning.

Competitors: NGO/private clinics and diagnostic centers in the same localities

Positioning statement: SHN is committed to improving the health and wellness of the people across the country by providing high quality healthcare at an affordable price, focusing primarily on mother and child healthcare, and family planning.

Target audience: Age: 18-50. Sex: Female and Male. Location: Nationwide.

Income group: Poor - Middle income.

Key stakeholders: GoB, USAID, SHN Board and Staff, Partner organizations, Multinational Corporations, Local Conglomerates and other donors.

Key messages that need to be portrayed through the AV:

- SHN's focus on trust and empathy and commitment to quality
- Accessible for all (men, women, adolescents, and children), but with primary focus on mother and child healthcare, and family planning.
- Longevity of the clinics in the catchment areas are helping to create healthier communities
- Shift towards affordability from low-cost messaging
- Shift from low SES to low - middle income group

Tagline: Hashi Mukhe Sheba (service with a smile)

Scope of work: To do a 5-minute documentary of HD quality fulfilling the objectives (mentioned above) of the work and incorporate the key messages. A good portion of the AV can be testimonial based with stories supporting SHN's health impact.

Deliverables:

- To deliver a vibrant script and AV of HD quality - fulfilling the scope of work and objectives.
- To deliver a full version (5 minutes) and 3 cut versions: 60 seconds, 30 seconds, 10 seconds.
- All versions should be ready for use in: TV, Online (Social Media Platforms) and Smartphones.
- AV should be in Bangla language and include subtitles in English
- Voice over maybe used in key areas to highlight importance and tell our story.

- The tone, messages, music and style should conform to the brand and the objectives.

Deadline for final output: 12 weeks from work order.

II.2. Expectations

- All costs associated with the video productions will be the sole responsibility of the company and should be incorporated in the cost proposal.
- No equipment or software (i.e. cameras, computers, movie editing software, etc.) will be purchased under this activity.
- The company is solely responsible for engaging a local entity or entities to facilitate all aspects of this contract as necessary.
- The company will establish operations rapidly and efficiently in consultation with the Project to accomplish formative research and other preparatory work. The company is expected to hold early and intensive meetings with the Project.
- Final video content decisions will be discussed between the company and the SHN before filming begins. This will include the input of the offeror in the process of story board development.
- SHN video will be produced as the standard informational videos typically made for international development partners that provide narration of facts and statistics, SHN operations. The documentaries will include professional high-quality transitions, voice-over narration, and appropriate supporting background music.
- All videos produce must conform to USAID's branding and marking requirements.

II.4 Specific Tasks

Specific tasks include, but are not limited to, the following, and are subject to amendment should the need arise. The offeror should also propose any tasks, not listed below, it feels to be essential to the successful production of the videos as described by SHN:

- Hold a planning meeting with the SHN team.
- Conduct a comprehensive draft review with SHN team to get the approval for final script.
- Develop a documentary script which must be vetted by the SHN .
- Prepare and submit final shooting scripts to the SHN for review and approval, including the provision of illustrative examples of how the videos would be structured including high-level storyboards and scripts.
- Shoot interviews, use animations (where necessary) and scenic shots of various locations in line with the approved scripts.
- Conduct post-production sessions i.e., edit visuals and sound quality; revise the initial footage, where necessary, and incorporate SHN event footage.
- Produce longer first-draft versions of the videos to be reviewed jointly with SHN.
- Develop soundtracks for the videos and produce final copies of videos for approval.

II.5 Deliverables

The successful offeror shall deliver to SHN the following deliverables, in accordance with the schedule set forth in II.6 below.

Deliverable No.1: Draft Script of the SHN documentary

Following discussions with the SHN programs team, the Subcontractor will submit a SHN documentary draft script for review and input from the SHN team.

Deliverable No. 2: Final script of the SHN documentary

Following discussions around Deliverable No. 1 and with input from the SHN , the Subcontractor will submit to SHN for its approval the final script of the five-minute project documentary.

Deliverable No. 3: full version (5 minutes) and 3 cut versions

Following discussions with the SHN programs team Subcontractor will provide full version (5 minutes) & 3 cut version with 60 seconds, 30 seconds & 10 seconds. And all versions should be ready for use in: TV, Online (Social Media Platforms) and Smartphones.

Deliverable No. 4: Three DVD-format master copies of the documentary as well as one copy of the video in a downloadable format.

II.6 Deliverables Schedule

The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule:

Deliverable Number	Deliverable Name	Due Date
1	Draft script of the SHN documentary	TBD
2	Final script of the SHN documentary	TBD
3	full version (5 minutes) and 3 cut versions	TBD
4	Three DVD-format master copies of the videos and one copy of the video in a downloadable format	TBD

*Deliverable numbers and names refer to those fully described in II.5 above.

Section III Fixed Price Services Agreement (Terms and Clauses)

FIXED-PRICE SERVICES AGREEMENT

This agreement is made between:

Surjer Hashi Network (hereinafter “SHN”) whose registered office is situated at Abedin Tower, 6th Floor, 35 Kamal Ataturk Avenue, Banani, Dhaka-1213.

And

TBD, (hereinafter “the Service Provider”)

SHN and the Service Provider hereby agree that the Service Provider will provide professional services to SHN subject to the terms and conditions as follows:

Section I. Background

Surjer Hashi Network (SHN) is a USAID-funded social enterprise whose mission is to offer high-quality, customer-oriented, and affordable health care services and products to all Bangladeshis, with a particular focus on the poor. The company operates approximately 134 Surjer Hashi Clinics throughout Bangladesh that provide essential health services packages along with diagnostic services, drugs, and other pharmaceutical and consumer healthcare products.

Section II. General Requirements and Specific Tasks

The Service Provider shall undertake the follow tasks under this agreement:

The company will be required to assist to tell the story of SHN in an appealing manner with quality infographics (for sharing key data). The AV must highlight the transition that has taken place from an NGO setup to a private organization. Previous perception of the SHN clinics under the NGO model needs to be revamped to reflect the new concept of a Healthcare Social Enterprise under one unified management team. This means that we have standardized the level of care across the board and have put in place standard minimum pricing that is affordable for majority of our target population. For those who are still not able to pay for the services, we are still providing heavily discounted services to ensure that all are covered. SHN’s primary focus is on Mother and Child Healthcare, and Family Planning. SHN requires a documentary showcasing the various aspects of its services. Such documentary will take place at SHN clinics, Headquarters and the successful vendor will be required to appropriately make this documentary to show SHN branding.

- To deliver a vibrant script and AV of HD quality - fulfilling the scope of work and objectives.
- To deliver a full version (5 minutes) and 3 cut versions: 60 seconds, 30 seconds, 10 seconds.
- All versions should be ready for use in: TV, Online (Social Media Platforms) and Smartphones.
- AV should be in Bangla language and include subtitles in English
- Voice over maybe used in key areas to highlight importance and tell our story.
- The tone, messages, music and style should conform to the brand and the objectives.

General requirements to note:

- No equipment or software (i.e. cameras, computers, movie editing software, etc.) will be purchased by SHN under this activity.
- The company is solely responsible for engaging, if necessary, a local entity or entities to facilitate all aspects of this contract.

- The company will establish operations rapidly and efficiently in consultation with the Project to accomplish formative research and other preparatory work. The company is expected to hold early and intensive meetings with the SHN.
- Final video content decisions will be discussed between the service provider and the SHN before filming begins. This will include the input of the offeror in the process of story board development.
- The documentaries will use a variety of professional and artistic cinematic approaches including multiple camera angles, varied depths of field, interviews in natural settings, and candid moments to build rapport with and inspire empathy from viewers.
- The documentary will convey core messages and tell an emotionally engaging story through a creative and visually captivating product. The videos will capture the essence of the beneficiaries' situations through different and unexpected perspectives, the challenges faced, and the development assistance provided to overcome challenges. They will target laypersons and appeal to human emotions through beautiful and vivid visuals and a captivating storyline.
- The documentaries will include professional high-quality transitions, voice-over narration, and appropriate supporting background music.
- All videos produce must conform to USAID's branding and marking requirements.

Section III. Level of Effort

The Service Provider's level of effort may vary based upon the number of edits required to draft scripts and the schedules of SHN and cannot be listed exactly at this time. As level of effort directly affects the overall price of this FPSA, reference is hereby made to Section VIII.A which sets out the total price ceiling above which the Service Provider will not be reimbursed without a formal modification to this agreement.

Section IV. Period of Performance

This agreement is effective from TBD to TBD.

Section V. Location

The Service Provider shall perform its obligations under this agreement primarily in Bangladesh.

Section VI. Reporting

The Service Provider shall report to TBD , Designation TBD , or to him designated representative as appropriate.

Section VII. Deliverables

The Service provider will complete the following deliverables aligned with the specific tasks in Section II above:

Deliverable No.1: Draft Script of the SHN documentary

Following discussions with the SHN programs team, the Subcontractor will submit a SHN documentary draft script for review and input from the SHN team.

Deliverable No. 2: Final script of the SHN documentary

Following discussions around Deliverable No. 1 and with input from the SHN , the Subcontractor will submit to SHN for its approval the final script of the five-minute project documentary.

Deliverable No. 3: full version (5 minutes) and 3 cut versions

Following discussions with the SHN programs team Subcontractor will provide full version (5 minutes) & 3 cut version with 60 seconds, 30 seconds & 10 seconds. And all versions should be ready for use in: TV, Online (Social Media Platforms) and Smartphones.

Deliverable No. 4: Three DVD-format master copies of the documentary as well as one copy of the video in a downloadable format.

Section VIII.A. Price and Payment

The Service Provider shall be paid a total amount of BDT TBD. This amount will be paid in total/installment based on the successful completion and submission of the deliverables specified in Section VII and in line with the schedule in Section VIII.B. The Service Provider will submit an invoice with each deliverable to Mr Taimur Reza, or her designee. The total price includes all expenditures related to the successful completion of the agreement. No additional costs, with the exception of travel and per diem expenses as detailed below, shall be paid or reimbursed without a formal amendment to this agreement.

Section VIII.B. Payment Schedule

The Service Provider shall be paid according to the payment schedule as follows:

Installments:

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)
1. <u>BDT TBD</u>	1. Draft script of the SHN documentary 2. Final script of the SHN documentary
2. <u>BDT TBD</u>	3. full version (5 minutes) and 3 cut versions 4. Three DVD-format (Master copies)

Schedule:

Deliverable Number	Deliverable Name	Due Date
1	Draft script of the SHN documentary	
2	Final script of the SHN documentary	
3	Full version (5 minutes) and 3 cut versions	
4	Three DVD-format (Master copies)	

Section VIII.C. Conditions for Payment

The Service Provider shall be paid within 30 days of the approval of the deliverables and the submission of an invoice. If for any reason the work is considered incomplete or professionally unacceptable in the opinion of TBD or her designee, the Service Provider will be informed and shall, per the requests of TBD

or her designee, revise the work in question with no additional compensation owing to the Service Provider. Payment for a deliverable shall not be made until the deliverable is fully and appropriately approved by TBD or his designee.

Section VIII.D. Invoice Format

The Service Provider shall submit invoices in the format outlines in Annex A of this agreement.

Section VIII.E. Taxes and VAT

In accordance with the agreement under which this procurement is financed, SHN is exempt from payment of VAT, tariffs, duties, or other levies imposed by the Bangladesh government. Offerors must include taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Bangladesh as a separate cost line. SHN will provide the successful offeror with a VAT coupon for VAT amount, VAT coupon will be issue upon submission of Mushok-6.3.

Section IX. Rights of Data Ownership

The ownership of all reports, research, data, intellectual property, and work products developed or used under this agreement vests with SHN and must be delivered to SHN upon request at the conclusion of the agreement. The Service Provider agrees not to publish, distribute to a third party, or make use of any such materials without the prior approval in writing of SHN, except when such prohibition would contravene applicable Bangladesh law.

Section X. Termination

Either party may terminate this agreement for cause, including but not limited to, any breach of obligation under this agreement. Additionally, SHN may terminate this agreement at any time for convenience in the event of termination of the project contracts currently in place between SHN associate company, Chemonics International Inc., and the U.S. Agency for International Development (USAID) in Bangladesh. In either event, no less than five days' notice shall be given to either party, and an equitable adjustment shall be negotiated between the parties for services rendered prior to the date of termination.

Section XI. Nondisclosure of Confidential Information

The Service Provider acknowledges that its agreement with SHN provides it with access to specialized and confidential information and knowledge regarding SHN work, including but not limited to, that work under the contracts which fund this agreement. The Service Provider recognizes that if this information were to become publicly available, it could cause serious and irreparable harm and damage to SHN and its staff.

Therefore, the Service Provider shall, at all times, maintain all "confidential information" in the strictest confidence. "Confidential information" is defined as all information and materials concerning SHN and Chemonics' USAID and other donor-funded contracts, including such information that USAID treats and/or designates as confidential, which includes but is not limited to all information and materials concerning or relating to SHN business and financial practices, its methods of performing under any and all USAID or other donor-funded contracts, its trade secrets, and any and all other information and materials not generally known to the public.

Except as expressly required to perform its duties and services on behalf of SHN , the Service Provider shall not, during the period of performance of this agreement or after, either directly or indirectly, use,

communicate, convey, disclose, disseminate, publish, or otherwise impair the confidentiality (or assist or allow another to do so) of any and all "confidential information" that the Service Provider became aware of or that was otherwise provided or available to it during or on account of this agreement with SHN .

Section XII. Other Conditions

- A. The Service Provider will ensure that all video productions under this agreement follow SHN Branding and Marking Plan, which will be given to the Service Provider.
- B. All goods and services supplied under the agreement award must meet USAID Geographic Code 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this agreement is Bangladesh.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

- C. The Service Provider is not the agent of USAID or SHN and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of USAID or SHN in any respect.
- D. The Service Provider shall perform all of its obligations under this agreement (including the provision of services) with all necessary skill, diligence, efficiency, and economy to satisfy generally accepted professional standards expected from experts.
- E. The Service Provider shall not engage in business or professional activity that conflicts or could conflict with any of its obligations in relation to this agreement.
- F. This agreement shall be governed by the laws of the Bangladesh government.

Section XIII. Federal Acquisition Regulation (FAR) And Agency For International Development Acquisition Regulation (AIDAR) Flowdown Provisions For Subcontracts And Task Orders Under USAID Prime Contracts

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract.

Section XIII.A. GOVERNMENT SUBCONTRACT

- (a) This Subcontract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Subcontract.
3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SHN ' government prime contract under which this Subcontract is entered.
4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the FPSA with whom SHN is contracting, acting as the immediate subcontractor to SHN.
5. "Prime Contract" means the contract between SHN and the U.S. Government.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

Section XIII.B. NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "SHN " for "Government" or "United States" throughout this clause.
2. Substitute "SHN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SHN " after "Government" throughout this clause.
4. Insert "or SHN " after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through SHN .
6. Insert "and SHN " after "Contracting Officer", throughout the clause.
7. Insert "or SHN Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the FPSA will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

Section XIII.C. MODIFICATIONS REQUIRED BY PRIME CONTRACT

The Subcontractor agrees that upon the request of SHN it will negotiate in good faith with SHN relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as SHN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

Section XIII.D. PROVISIONS INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation.

The following Federal Acquisition Regulation (FAR) clauses apply to this Subcontract as indicated:

Clause Number	Title	Date	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which SHN may exercise the option.</i> (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	JUN 2003	Applies to all Subcontracts regardless of type or value.
<u>52.222-36</u>	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)

Clause Number	Title	Date	Notes and Applicability
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013	Applies to Subcontracts > \$3,000 <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days. (Note 8 applies.)
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies if this Subcontract > \$3,000. (Note 8 applies.)
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	FEB 2009	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	DEC 2007	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003	Applies to Fixed Price Subcontracts of any value.
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that SHN ' client has directed SHNto stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, SHNmay, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from SHN ".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of

Clause Number	Title	Date	Notes and Applicability
	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS		host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Apples to Fixed Price Subcontracts of any value.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	APR 2012	"Contracting Officer" means "SHN " except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes SHN . "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "SHN " and except in paragraphs (d)(2) and (g) where the term includes SHN .
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

The following Agency For International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)		The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS		The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE		The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.

Clause Number	Title	Date	Notes and Applicability
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by SHN to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)

Clause Number	Title	Date	Notes and Applicability
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

Section XIV. Representations and Certifications

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Subcontract with the same force and effect as if they were incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify SHN in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

Section XV. Signature

If the Original Agreement is not returned to SHN duly completed, signed, and dated by and on behalf of the Service Provider within 15 days of the date of SHN ' execution, SHN shall be entitled, at its sole discretion, to declare this agreement void. No payment will be made to the Service Provider under this agreement until a copy of the agreement, signed by and on behalf of the Service Provider, shall have been returned to SHN.

On behalf of SHN:

Name: Shaila Purvin
Position: Chief Executive Office

Signature: _____

Date: _____

For TBD:

Name: _____

Position: _____

Signature: _____

Date: _____

Address: _____

Telephone: _____

E-Mail: _____

Annex 1 : Cover letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: Taimur Reza,
Manager, Procurement & SC
Surjer Hashi Network,
Abedin Tower, 6th Floor,
35 Kamal Ataturk Avenue,
Banani, Dhaka-1213, Bangladesh.

Reference: RFP/SHN/0046/2021

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under SHN regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Surjer Hashi Network or AUHC project staff members.
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Surjer Hashi Network’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Company DUNS Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Annex 2 Guide to Creating a Financial Proposal for a Fixed Price Services Agreement

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the FPSA will be funded under a United States government-funded project, it is important that all offerors' budgets conform to this standard format. It is thus recommended that offerors follow the steps described below.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc.

Other direct costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Production cost (probs, Model, light, set etc)
4. Utilities
5. Communications
6. Office supplies

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

Sample Budget

Offerors should revise the budget line items accordingly in response to the technical and cost requirements of this RFP.

Design, Production, and Distribution of Communications Materials to District Courts			
Deliverable	Base	Rate	Total
Deliverable No. 1: Draft Communication Materials			
Design Specialist (daily rate)	6	\$400	\$2,400
Operations Manager (daily rate)	3	\$500	\$1,500
Software Lisence	1	\$1,500	\$1,500
<i>Total, Deliverable 1</i>			\$5,400
Deliverable No. 2: Printed Communication Materials			
Design Specialist (daily rate)	3	\$400	\$1,200
Operations Manager (daily rate)	2	\$500	\$1,000
Pamphlet Paper	500	\$2	\$1,000
Printing Ink	1	\$1,000	\$1,000
<i>Total, Deliverable 2</i>			\$4,200
Deliverable No. 3: Proof of Distribution of Materials to Districts 1-4			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 3</i>			\$3,525
Deliverable No. 4: Proof of Distribution of Materials to Districts 5-8			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 4</i>			\$3,525
Grand Total			\$16,650

Annex 3 Required Certifications

The following certification must be completed and returned by all offerors with their cost proposals.

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to SHNfor reporting in accordance with the regulations, the names and total compensation of the organization’s five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

In accordance with those Acts and to determine applicable reporting requirements, Company Name certifies as follows:

- a) In the previous tax year, was your company’s gross income from all sources above \$300,000?

Yes No

- b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

Yes No

- d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?

Yes No

4. Ability to Comply

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

5. Record of Performance, Integrity, and Business Ethics

Company Name record of integrity is (Instructions: Offeror should describe their record. Text could include example such as the following to describe their record: "outstanding, as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Proposal."

6. Organization, Experience, Accounting and Operational Controls, and Technical Skills

(Instructions: Offeror should explain their organizational system for managing the subcontract, as well as the type of accounting and control procedure they have to accommodate the type of subcontract being considered.)

7. Equipment and Facilities

(Instructions: Offeror should state if they have necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW.)

8. Eligibility to Receive Award

(Instructions: Offeror should state if they are qualified and eligible to receive an award under applicable laws and regulation and affirm that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Offeror should state whether they have performed work of similar nature under similar mechanisms for USAID.)

9. Commodity Procurement

(Instructions: If the Offeror does not have the capacity for commodity procurements - delete this section. If the Offeror does have the capacity, the Offeror should state their qualifications necessary to support the proposed subcontract requirements.)

10. Cognizant Auditor

(Instructions: Offeror should provide Name, address, phone of their auditors – whether it is a government audit agency, such as DCAA, or an independent CPA.)

11. Acceptability of Contract Terms

(Instructions: Offeror should state its acceptance of the proposed contract terms.)

12. Recovery of Vacation, Holiday and Sick Pay

(Instructions: Offeror should explain whether it recovers vacation, holiday, and sick leave through a corporate indirect rate (e.g. Overhead or Fringe rate) or through a direct cost. If the Offeror recovers vacation, holiday, and sick leave through a corporate indirect rate, it should state in this section the number of working days in a calendar year it normally bills to contracts to account for the vacation, holiday, and sick leave days that will not be billed directly to the contract since this cost is being recovered through the corporate indirect rate.)

13. Organization of Firm

(Instructions: Offeror should explain how their firm is organized on a corporate level and on practical implementation level, for example regionally or by technical practice.)

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____