

## REQUEST FOR PROPOSALS (RFP)

**RFP No.:** RFP/2511/09/NBRT

**Issuance Date:** November 25, 2009

**Closing Date for Questions:** December 10, 2009

**Due Date:** December 28, 2009

JSI Research and Training Institute, Inc. (JSI), is a non-profit international NGO working on a USAID funded Pakistan Initiative for Mothers and Newborn (PAIMAN) with the goal to reduce maternal, newborn and child mortality in Pakistan. JSI is soliciting bids to supply Resuscitation Equipment (Newborn Resuscitation Trolleys and Neonate CPAP Systems) for selected Health Facilities in all four provinces and AJ&K (Pakistan) for PAIMAN project.

Please submit your most competitive proposal in accordance with the instructions, clauses and certifications incorporated herein. Any contract issued as a result of this RFP will be subject to all instructions, certifications, terms and conditions, and specifications included in this RFP unless otherwise amended. This Solicitation document includes following parts:

- PART A: INSTRUCTIONS**
- PART B: BILL OF REQUIREMENT**
  - 1. Technical Proposal
  - 2. Cost Proposal
- PART C: CLAUSES**
- PART D: CERTIFICATIONS**
- PART E: LIST OF HEALTH FACILITIES**

Shahzad Akbar Bajwa  
Deputy Director Admin. & Logistics (PAIMAN)

Date: November 25, 2009

## Part A: INSTRUCTIONS

Please submit sealed proposals **no later than 05:00 pm, December 28, 2009** to:

Director Administration  
JSI Research and Training Institute, Inc.  
House # 13, Street # 3  
F-8/3, Islamabad, Pakistan

All Proposals must be submitted in hard copy in sealed envelopes marked "Proposal against RFP No. RFP/2511/09/NBRT". Email and fax submissions are not acceptable.

**The following information** must be provided, including:

- Company Name and Address
- Authorized Contact Person
- Company Profile
- Proposal validity: Proposals must be valid for a minimum of **90** calendar days from submission date
- Completed certifications regarding debarment and terrorism financing (see attachments).
- Past performance information such as provision of references (at least three), client list and description of other similar tasks performed, etc.
- Proposals must certify as to the financial viability and resources of the company to complete the proposed activities within the period of performance.
- Delivery Period: Number of weeks to deliver goods after the order is placed.
- Payment Terms
- Warranty Terms (Must be an internationally valid warrantee, valid in Pakistan through authorized representative in Pakistan): Warrantee period, coverage etc.
- List of Service outlets / network all over Pakistan and availability of Parts in Pakistan
- A copy of National Tax Number (NTN) Certificate
- Proposals must be dated, signed by the authorized person, and stamped

The proposal must include separate **technical** and cost **information** as detailed below.

### 1. TECHNICAL INFORMATION REQUIREMENTS

The quality of the products that JSI purchases are as important as any other specification. Quality requirements are included in Bill of Requirement and each item's specifications.

- Goods must conform to the following general requirements:
- All equipment is to be new. Used or reconditioned items are not acceptable.
- All electrical items are to run on 220V/50HZ.
- Offeror must provide a copy of all applicable ISO certification or comparable external quality assurance certification.
- Only manufacturers and their authorized dealers are eligible to participate in the bidding. In case of authorized dealers, a dealership certificate issued by their principal must be submitted along with the proposal.
- A **picture** and **product description** of each item should be provided. A product brochure with complete technical information may serve this purpose. Catalogue description or brochures that highlight the feature of product (s) offered may also be

included in an appendix.

- **Sample:** In order to ensure the quality standards and sturdiness of construction of certain items, JSI may request for a sample of each item.
- Goods in this solicitation may not be manufactured in USAID policy-restricted countries (Cuba, Iran, Libya, North Korea, and Syria).
- Source and Origin information must be provide for each offered product. The definitions of source and origin, as per current USAID policy, are stated in 22CFR228, Section 228.01 and are as follows:

“Source means the country from which a commodity is shipped to the cooperating country or the cooperating country (Pakistan) if the commodity is located therein at the time of the purchase. Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, “source” means the country from which the commodity was shipped to the free port or bonded warehouse. ”

“Origin means the country where a commodity is produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is significantly different in basic characteristics or in purpose of utility from its components.”

- **Technical Features:** The technical features specific to each item are detailed in the Technical Template (attached). The bidder must complete the Technical Template to provide specific information on technical features of the item(s) to be quoted. For a proposal on any item to be considered, the Technical Template should be provided. If there is any variance, describe so that it can be determined whether this variance will make any material difference in the functionality of the unit with regard to its intended use. If there are additional features in the model you propose that would add value to your offer, please list these.

## 2. COST INFORMATION REQUIREMENTS

The offeror will submit a separate fixed-price cost proposal. The cost information must be in Pak Rupees, including:

- **Unit price** by item and **total price** for all items quoted.
- Alternative models and/or separately priced accessories and/or spare parts kits must be priced separately.
- Unit price must be tax / duty free including cost, insurance, freight, clearance / handling charges (if any) and other administrative costs.

### Important Notes:

- JSI R&T is exempted from payment of all types of taxes and custom duties. Appropriate documentation will be provided to the successful bidder(s). However, JSI will facilitate the vendor in the process of getting shipment released from custom authorities by providing the appropriate documentation (i.e. exemption certificate, authority letters etc.). It is the responsibility of the vendor to provide the shipping documents to JSI, required for issuance of exemption certification by the government authorities.

- Vendor will be responsible for transit insurance (all risks including war risk from originating port till to delivery sit), clearance from port (if any), loading, unloading and transportation to JSI's warehouse in Lahore.
- The vendor will also provide on site installation services and or orientation/training to the end users at selected health facilities all over Pakistan including AJ & K. However, JSI will take the responsibility for delivery of equipment from JSI's warehouse in Lahore to the designated health facilities. List of health facilities is attached as Part E.

### 3. AWARD BASIS

Proposals must be responsive to be considered for award, or they may be disallowed from further consideration. Responsive proposals are submitted on time and must include all information requested.

JSI will evaluate responsive proposals on a "best value" basis, considering a variety of factors including but not limited to technical acceptability, delivery, price, warrantee and past performance. The award may be made on an item-by-item basis or for all items together. JSI may increase or decrease the quantities, if the circumstances so warrant.

Proposals will be evaluated by applying following points against each criterion:

#### Technical (40 points)

- Degree to which the features of proposed model coincide with the desired features.
- Appropriate technology. Item is simple in design requiring a minimum of maintenance.

#### Warrantee/Maintenance/Service (15 points)

- Warrantee (length and coverage)
- Ease to the end-user of obtaining after-sales service and spare parts.

#### Delivery (10 points)

- Turn-around time from issuance of purchase contract to arrival at JSI's warehouse.

#### Experience and Past Performance (10 points)

- Company longevity and financial stability.
- General experience providing similar goods/services.
- References from clients who have bought similar products.
- Quality of previous business relationship with JSI/JSI R&T, if any.

#### Price (25 points)

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

## **PART C: CLAUSES**

### **1. DEADLINE**

Proposals received after the deadline will not be considered.

### **2. QUESTIONS OF CLARIFICATION**

Interested companies should direct any questions about the RFP in writing no later than the date specified on page 1. Responses will be distributed to all RFP recipients. All questions / correspondence with JSI pertaining to this RFP must reference the RFP number on page 1 and be delivered to:

Shahzad Akbar Bajwa  
Deputy Director Admin. & Logistics  
JSI Research and Training Institute, Inc.  
House 13, Street 4, F-8/3, Islamabad, Pakistan

Correspondence may be faxed to +92 (51) 228-7146. Email communications may be addressed to [procurement@jsi.org.pk](mailto:procurement@jsi.org.pk).

### **3. OFFER VALIDITY**

Your proposal must remain valid for a minimum of **90** calendar days from submission date. Proposals should be signed by an official authorized to do so.

### **4. LANGUAGE**

The proposal, as well as correspondence and related documents must be in English.

### **5. NEGOTIATIONS**

The Bidder's most competitive proposal is requested. It is anticipated that awards issued will be made solely on the basis of these bids. However, JSI reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and making the award. JSI also reserves the right to Conduct negotiations on technical, management, or cost issues prior to making the award. In the event that an agreement cannot be reached with a selected VENDOR/SUPPLIER, JSI will enter into negotiations with alternate BIDDERS for the purpose of making the award.

### **6. REJECTION OF QUOTES**

This document is a request for proposals only, and in no way obligates JSI or USAID to make an award. JSI reserves the right to reject any and all offers received and/or to cancel the RFP.

### **7. INCURRING COSTS**

JSI is not liable for any cost incurred during preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the potential supplier.

### **8. CANCELLATION**

JSI may cancel this solicitation without any cost or obligation at any time until certification of the award.

### **9. REPRESENTATIONS AND CERTIFICATIONS**

The proposal shall be accompanied by any requested representations and certifications (Part A & Part D) completed and signed by an official authorized by the potential supplier.

#### **10.AWARD TYPE**

The award will be in the form of a “Fixed Price Contract” to be awarded once a VENDOR(S)/SUPPLIER(S) has/have been selected. The award will include a statement of the total fixed price; the delivery date; the guiding Federal Regulations; and invoicing information. Please be advised that under a fixed price contract, the work must be done within the specified total price. Any expenses incurred in excess of the agreed upon amount in the contract will be the responsibility of the VENDOR/SUPPLIER and not that of JSI. Therefore, the Vendor/Supplier is duly advised to provide it’s most competitive and realistic cost/budget proposal to cover all foreseeable expenses related to the tasks outlined in the Bill of Requirements and delivery charges.

#### **11.FINANCIAL RESPONSIBILITY**

Proposals must certify as to the financial viability and resources of the company to complete the proposed activities within the period of performance and under the terms of payment mentioned below. JSI reserves the right to request and review the latest financial statements and audit reports as part of the basis of the award.

#### **12.PAYMENT**

Payments to the VENDOR/SUPPLIER shall be made on the following basis:

- The VENDOR/SUPPLIER will submit an invoice for payment after being notified of receipt and acceptance of the goods by the JSI. Acceptance is predicated upon the compliance of the goods with the specifications set forth in the Contract / PO.
- The vendor/supplier will be paid an amount as stated on the Contract / PO. JSI payment cycle is net 30 days upon receipt of vendor invoice.
- All payments will be subject to the applicable Government taxes (i.e. deduction of withholding tax at source etc.). If applicable, With Holding Tax will be deducted and will be deposited in the treasury by JSI. WHT will not be deducted in case, if it has been paid by the vendor at the time of import and WHT under section 148 of Income Tax Ordinance 2001, has been deducted subject to provision of documentary evidence
- JSI policy prohibits advance payment. Should the VENDOR/SUPPLIER require payment along other terms and conditions (under special circumstances), these will need to be negotiated with JSI prior to final award and issuance of the Contract. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration. An advance payment to the vendor will only be made against valid bank guarantee of the similar amount.

#### **13.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](http://www.treas.gov/offices/enforcement/ofac/sdn).

#### **14.Incorporation of Code for Federal Regulations (CFRs) and other applicable**

**federal regulations:** JSI is implementing USAID-funded Maternal and Newborn Health (PMNH) Program under Cooperative Agreement with USAID Pakistan. Therefore, USAID acquisition rules and regulation are applicable to all JSI contracts. The applicable CFRs (22 CFR 226 & 22 CFR 228) are incorporated by reference in the contract. The term

"JSI" shall be substituted for the term "Government" and the term JSI COP or his / her designee(s)" shall be substituted for the term "Contracting Officer" in such clauses for the purpose of the contract.

The specific references are mentioned below:

- 22 CFR 226 subpart C "Contract Provisions" 226.48
- 22 CFR 226 subpart G "Appendix A to Part 226
- 22 CFR 228 subpart A "Definitions"
- 22CFR 228 subpart B "Nationality of Suppliers of commodities" 228.14
- 22 CFR 228 subpart C "Conditions Governing the Eligibility of Commodity Related Services for USAID financing"
- 22 CFR 228 subpart D "Conditions Governing the Nationality of Suppliers of Service for USAID Financing"
- Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS chapter 312.

**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 JSI, JSI shall make payment to the Contractor either in local currency purchased by JSI at prevailing market rates, or by wire transfer of US Dollars to a local bank account held in the name of Contractor. JSI 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 JSI as an independent contractor, and nothing contained in the Contract between JSI 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 JSI 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.

**Modifications.** The scope of work and other terms and conditions contained in the Contract shall not be added to, modified, superseded or otherwise changed except by a writing signed by JSI.

**Indemnification.** Contractor shall indemnify and hold JSI harmless from any damages or liability caused by or arising out of Contractor's negligence, failure to perform as required by the Contract, intentional misconduct, or failure of goods or services provided under the Contract.

**Entire Agreement.** The Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed hereunder.

**Inspection/Acceptance.** The Contractor shall tender for acceptance only items that conform to the requirements of the Contract. JSI reserves the right to reject or revoke acceptance of any non-conforming items, and to inspect or test any supplies or services

tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price.

**Termination for Convenience.** JSI 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 contracts 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 for Cause.** JSI 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 JSI 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, JSI shall not be liable to the Contractor for any amount for supplies or services not accepted, and Contractor shall be liable to JSI for any and all rights and remedies provided under the Contract or by law. If it is determined that JSI improperly terminated the Contract for default, such termination shall be deemed a termination for convenience.

**Representations and Warranties.** The Contractor represents and warrants that: (a) it has good title to all tangible and intangible products delivered or to be delivered pursuant to this purchase order, subject to no lien or security interest, (b) such products are merchantable and fit for JSI's intended use of the same, and (c) such products do not infringe the patent, trademark, copyright or other rights of any third party.

**Interpretation.** In the event of any conflict between the terms of this Purchase Order and a contract between JSI and Contractor, the terms of the contract shall prevail.

***END CLAUSES***



**PART D: CERTIFICATIONS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR PROPOSED DEBARMENT**

The OFFEROR certifies, to the best of its knowledge and belief, that the OFFEROR and/or any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.

OFFEROR: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signatures: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR CERTIFICATE OF ORIGIN**

The undersigned \_\_\_\_\_,  
*(Owner or Agent Legally Authorized to Sign on Behalf of the Vendor)*

for \_\_\_\_\_  
 \_\_\_\_\_  
*(Name and Address of the Vendor)*

Certifies the origin of goods listed below offered under the RFP #.....to JSI Research and Training Institute, Inc. as follows:

Item #	Catalogue / Other Identifying Number	Item Name and Description	Origin (Country)

*As defined in 22 CFR 228, Section 228.01(j):*  
**Origin** means the country where a commodity is mined, grown or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is significantly different in basic characteristics or in purpose of utility from its components.

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Signature of Owner or Agent)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

## CERTIFICATION REGARDING TERRORIST FINANCING

Within the following certification the term "JSI" shall be substituted for the term "USAID". "Quote/proposal shall be substituted for the term "application".

### CERTIFICATION:

By signing and submitting this certification, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :  
<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:  
<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
  - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification:
  - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
  - b. "Terrorist act" means:
    - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub national groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

OFFEROR: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signatures: \_\_\_\_\_

Date: \_\_\_\_\_

## **PART E: LIST OF SELECTED HEALTH FACILITIES**

Province	District	Facility Name
NWFP	Peshawar	DHQ Hospital (Govt. Maternity Hospital)
		THQ Hospital (Govt. Infectious Diseases Children Hospital)
		RHC Gari Tajik
	Mardan	DHQ Hospital - Pediatrics Unit
		THQ Hospital Katlung
		RHC Sher Garh
		RHC Toro
		RHC Shahbaz Gari
	Charsada	DHQ Hospital
		RHC Jamal Abad
		RHC Battagram
	D. I. Khan	DHQH Hospital (Zanana Hospital)
		THQ Hospital Kolachi
RHC Paharpur		
RHC Panyala		
Punjab	Multan	DHQ Hospital (Fatima Jinnah Women Hospital, Multan)
		THQ Hospital Shujabad
		RHC Mardan Pur Bosan
		BHU Qasim Bela
		BHU Muzafar Abad
		BHU Binda Sandila
	Vehari	DHQ Hospital
		THQ Hospital Burewala
		RHC Luddon
Sindh	Khairpur	DHQ Hospital (Lady Willington Hospital)
		RHC Pir Jo Goth
		RHC Gari Mori
		RHC Kot Deiji
Balochistan	Quetta	RHC Panj Pai
		RHC Kachlak
		RHC Sor Range
	Gwadar	DHQ Hospital
		RHC Jiwani
		RHC Pasni
		RHC Ormara
	Sibi	DHQ Hospital
		RHC Lehri
		RHC Talli
		RHC Luni
	Zhob	DHQ Hospital
		RHC Meena Bazar
RHC Omzha		
RHC Qamardin Karez		
AJK	Bhimber	DHQ Hospital
		THQ Hospital Samahni
		RHC Barnala
		RHC Panjari
	Sadhnouti	DHQ Hospital
		THQ Hospital Tararkhel
		RHC Mang
	RHC Baluch	
NWFP	Swat	THQ Hospital Matta
		Civil Hospital Bari Kot
		Civil Hospital Kabal
		Civil Hospital Khwazakhela
		Civil Hospital Madyan
FATA	Landikotal	Agency Head Quarter Hospital Landikotal
	Darra Adamkhel	Civil Hospital Zarghoonkhel, Darra Adamkhel
	Parachinar	Agency Head Quarter Hospital, Parachinar
	Peshawar	Civil Hospital Shamshatu