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## Request for Quotations (RFQ) for Blanket Purchase Agreement (BPA)

RFQ Number: PAR\_BPA\_2019\_003

Issuance Date: **October 02, 2019**

Deadline for Offers: **October 16, 2019 by 17:00 (Local Time)**

Description: Provision of Catering services in Dhaka, Bangladesh

For: Bangladesh Promoting Advocacy and Rights (PAR)

Funded By: United States Agency for International Development (USAID),  
Cooperative Agreement No. AID-720-388-18-CA-00003

Implemented By: Counterpart International Inc.

Number of anticipated awards: Multiple

### **Section 1: Instructions to Offerors**

**Introduction:** The Promoting Advocacy and Rights (PAR) Project is a USAID & UKAid funded program implemented by Counterpart International in Bangladesh. The goal of Promoting Advocacy and Rights (PAR) is to support the creation of a more inclusive, resilient, and evidence-driven Bangladeshi civil society. The project aims to provide civil society with the skills, technology, financial resources, and connections to global networks that will enable it to work in partnership with the Government of Bangladesh (GOB) to advance good governance.

As part of the approved project activities, Counterpart required the provision of catering (meals, refreshment) services in Dhaka for events (meetings, training, workshops, interviews) that several PAR activities will conduct in the future for its beneficiaries in order to achieve its organizational goals and objectives.

The purpose of this RFQ is to solicit quotations from eligible Vendors for as-needed, ad hoc purchases of catering in Dhaka, Bangladesh. As a result of this RFQ, the Counterpart, PAR Project anticipates issuing a blanket purchase agreement (BPA)—or possibly multiple BPAs—to establish specific pricing levels and parameters for ordering these commodities/services. This will allow the Counterpart, PAR Project to issue specific ordering documents, on an as-needed basis, for the procurement of these items over the next twelve (12) months. The Vendor shall furnish the supplies/services described in any purchase orders issued by Counterpart under this BPA. Counterpart is only obligated to pay for supplies/services ordered through purchase orders issued under this BPA and delivered by the Vendor in accordance with the terms/conditions of this BPA.

Offerors are responsible for ensuring that their offers are received by Counterpart in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere to instructions described in this RFQ may lead to disqualification of an offer from consideration.

2. **Offer Deadline and Protocol:** Offers must be received by e-mail no later than **October 16, 2019 by 17:00 hours (Local Time)**.

Electronic submission must be sent to [procurement.par@counterpart.org](mailto:procurement.par@counterpart.org) and no later than the due date and time listed in the timeline of the RFQ. The Subject line of the quotation email must be **"PAR\_BPA\_2019\_003, Catering Services in Dhaka, Bangladesh"** Quotations submitted by e-mail must be limited to a maximum of 4 MB, virus-free e-mail transmissions. They must be free from any of viruses or corrupted contents, or the quotations shall be rejected. It shall remain offer's responsibility to ensure that the quotation will reach the address above on or before the deadline.

Quotations that are received by Counterpart after the deadline indicated above, for whatever reason, shall not be considered for evaluation and will be returned back to the vendors without opening if received in hardcopy otherwise, the vendor will be informed via e-mail about offers received after the RFQ's closing date and time.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 17:00 hours (local time) on by email to [procurement.par@counterpart.org](mailto:procurement.par@counterpart.org) Questions and requests for **October 08, 2019** clarification—and the responses thereto—that Counterpart believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Counterpart will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Counterpart or any other entity should not be considered as an official response to any questions regarding this RFQ.

**Specifications:** Section 3 contains the technical specifications of the items that may be ordered under the BPA. All commodities offered in response to this RFQ must be new and unused.

At this time, specific quantities or levels of effort to be procured under any BPA resulting from this RFQ are unknown. Specific quantities will depend on the needs of the PAR Activity Project. Individual ordering documents will be issued under the BPA agreement, as the need arises for additional commodities/services.

4. **Quotations:** The per-unit pricing in quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in BDT. Offers must remain valid for not less than sixty (60) calendar days after the offer deadline. In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
- Individuals responding to this RFQ are requested to submit a copy of their identification card.

5. **Delivery:** The delivery location for the items described in this RFQ is Dhaka, Bangladesh. As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

6. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ 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](#). The cooperating country for this RFQ is Bangladesh.

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.

7. **Taxes and VAT:** As USAID project in Bangladesh Counterpart-PAR will neither pay nor withhold value-added tax (VAT). This obligation will be settled through issuing a National Board of Revenue (NBR) VAT coupon. However, in accordance with Bangladesh government rules, Counterpart will deduct applicable income tax from the consultant's invoice, which will be duly deposited to government treasury. A copy of challan confirming this payment will be provided to you in due course." All other taxes of every nature and kind, including without limitation social security, business, or property taxes, will be the sole responsibility of the Consultant. Counterpart will have no obligation to the Consultant with regards to any matters related to the Consultant's tax obligations in the United States or any other country
8. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Counterpart will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
9. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and it is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria:
  - **Food menu availability** (number of catering menu (Food options/variety)- **40 points**
  - **Past performance:** Vendors need to provide a detailed description of at least 3 years relevant /similar past services of United Nations and International NGOs, including but not limited to the name, address, contact details, total amount of award, period of performance and any other supporting documents- **25 points**
  - **Facility cleanliness and administrative responsiveness.** A site visit will be conducted for the inspection of facilities. This visit is Pass/Fail- **05 points**
  - **Price/Cost Reasonableness:** total cost, assessment of overall price and price reasonableness including descriptions of no-show policies. Prices should represent fair and reasonable current market rates. The value will be assessed on the daily rates provided and competitiveness of all prices provided- **30 points**

**Total No. of Score=100**

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed "non-responsive" and thereby disqualified from consideration. Counterpart may or may not waive an immaterial deviation or defect in a quotation. Counterpart's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse an offer from full compliance with RFQ specifications.

Best-offer quotations are requested. It is anticipated that award(s) will be made solely on the basis of these original quotations. However, Counterpart reserves the right to conduct any of the following:

- Counterpart may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Counterpart may issue a partial award or split the award among various Vendors, if in the best interest of the PAR Project.
- Counterpart may cancel this RFQ at any time.

- Counterpart may reject any and all offers if such action is considered to be in the best interest of Counterpart.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the PAR Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Counterpart, at its sole discretion, will make a final decision on the protest for this procurement.

**10. Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Counterpart, the PAR Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Counterpart’s standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Counterpart’ standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment for purchase orders issued under any BPA resulting from this RFQ will only be issued to the entity submitting the offer in response to this RFQ and identified in the corresponding BPA award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be in the form of a Blanket Purchase Agreement (BPA). The PAR Project anticipates issuing a BPA (or multiple BPAs) under which specific purchase orders can be issued—on an as-needed basis—at the pricing levels established in the BPA. When the need arises for the commodities/services described in the BPA, the PAR Project will issue an ordering document to the BPA-holder. If there are multiple BPA-holders as a result of this RFQ, the ordering document will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time. Any BPA issued as a result of this RFQ will have a minimum duration of at least 12months. The Vendor shall furnish the supplies/services described in any ordering documents issued by the PAR Project under the BPA. The PAR Project is only obligated to pay for supplies/services to the extent ordering documents are issued under any BPA resulting from this RFQ.
- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.
- (d) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (e) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The Vendor under any award resulting from this RFQ must ensure compliance with these laws.
- (f) The title to any goods supplied under any award resulting from this RFQ shall pass to Counterpart following delivery and acceptance of the goods by Counterpart. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Counterpart.

**Counterpart has zero-tolerance for fraud. Fraud is an act or omission that intentionally misleads, or attempts to mislead, to obtain a benefit or to avoid an obligation.**

**Section 2: Offer Checklist**

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- A brief outline of the company, including:
  - a. Full legal name and address of the company or individual;
  - b. Full name of the legal representative (President or managing director) of the company (not applicable for individuals)
  - c. Year business was started or established.
- A detailed description of past experiences providing similar services to international NGOs.
- Name, address, and telephone number of three business references and approval to contact the listed reference. Counterpart reserves the right to request and check additional reference.
- Official quotation, including specifications of offered services (see Section 4 for example format)
- A copy of Offer's registration of business license (see Section 1.5 for more details)
- A copy of the offer's bank account information
- A copy of any certificates or certifications of its food safety and food handling practices
- Official quotation, including specifications of offered equipment (see Section 3 for example format)
- Copy of offeror's registration or business license (see Section 1.5 for more details)

**Section 3: Specifications and Technical Requirements**

Counterpart is soliciting quotations from eligible vendors for as-needed, ad hoc procurement of catering services in Dhaka, Bangladesh for PAR Activities related events. As a result of this RFQ, Counterpart anticipates issuing one or more blanket purchase agreements (BPAs) to establish specific pricing levels and parameters for ordering these services. Prospective Vendors may quote for one or more of these services. Offerors are requested to provide per unit quotations containing the information below on official letterhead or official quotation format.

- 1.1 The number of meals requested may change up to and including the day of the event. It is expressly understood that Counterpart will only be billed for the actual numbers of meals consumed.
- 1.2 The meals menu for each event might be different. The prospective vendor/s are requested to provide the details of each menu they offer and provide a price per person.
- 1.3 The facility must be cleaned, sanitized and follow generally accepted food safety standards.

The table below contains the list of commodities/services that may be ordered under the BPA mechanism. Offerors are requested to provide per unit quotations containing the information below on the official letterhead or official quotation format. In the events this is not possible, offerors may complete this Section 3 and submit a signed /stamped version to Counterpart.

**Detailed Specifications and Requirements/Price Schedule:**

Prospective vendor/s are requested to provide their quotations based on the table below. Prospective vendor/s can submit their quotations on their company letterhead or using the table below:

**Meals and Refreshments Minimum Requirements:**

Timing	The exact timing of meal and refreshments breaks will be advised in advance of the training workshop	Specific Menus Representing Price per person or specific other pricing
Breakfast	For Example Cereals, milk, egg, fruits, juice, pieces of bread, butter, jam, tea, coffee, water	
Morning break	Tea, coffee, cookies or seasonal snacks	
Lunch	For Example Rice, vegetables, meat, salad, and dessert, water	
Afternoon break	Tea, coffee, cookies or seasonal snacks	
Dinner	For Example Rice, bread, vegetables, meat, salad, and dessert, water	
1	Menu A	Remarks
2	Menu B	
3	Menu C	

**Notes:**

The prospective vendor/s should be able to provide catering for meetings/events as necessary. In case the vendor/s will be expected to prepare and transport the food offsite and to provide heating and/or refrigeration equipment necessary to maintain services temperature. The vendor is expected to provide food for participants over the course of 2 or 3 days. Therefore, the selected vendor must serve a variety of foods that differ from day to day rather than to have the same menu items each day. The Vendor shall include any certificate or certifications of its food safety and food handling practices with its quote.

Delivery time (after receipt of each order): \_\_\_\_\_ Calendar days

**Section 4: Offer Cover Letter**

*(Must be submitted on the organization's commercial letterhead)*

To: Counterpart International  
Promoting Advocacy Rights (PAR) Activity  
Dhaka, Bangladesh

Reference: RFQ No. PAR\_BPA\_2019\_003

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 USAID regulations.

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

- We have no close, familial, or financial relationships with any Counterpart or PAR 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.

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: \_\_\_\_\_

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

Official name associated with bank account (for payment): \_\_\_\_\_