Request for Quotations (RFQ)

RFQ Title: Supply and Delivery of Carbolic Soap Bars

RFQ number: RFQ-006-FY21

Date of Solicitation: 24-February-2021

Submission Date and time: 16-March-2021

Estimated Delivery/ Performance Date: 26-March-2021

Request for Quotation (RFQ) for Supply and Delivery of Carbolic Soap (81,696-Bars)

A. Introduction

Pact is an International NGO with offices throughout the world with a mission to enable systematic solutions that allow those who are poor and marginalized to earn a dignified living, be healthy and take part in the benefits that nature provides. Pact accomplishes this by strengthening local capacity, forging effective governance systems and transforming markets into a force for development.

The Advancing Community Empowerment in Southeastern Myanmar (ACE) project, supported by the US Agency for International Development/Burma, aims to support communities in their empowerment processes by reducing vulnerabilities, promoting community participation in decision making, and strengthening mechanisms for more responsive and accountable local governance. The project will also partner with a range of local and regional organizations to address a variety of community needs and development priorities in the region.

ACE is working to foster integrated, inclusive, and sustainable service provision to underserved communities in areas of Southeastern Myanmar. Beginning with community-identified needs and solutions, the project takes a systems approach that constructively engages the demand and supply sides of service delivery, focusing on health, education, livelihoods, water/sanitation/hygiene (WASH), and disaster risk management.

ACE is planning to distribute for hygiene purpose for all households under ACE direct implementation villages, 365 villages in 8 townships in southeastern Myanmar.

We kindly request you to submit your quotation for Supply and delivery of Carbolic Soap (QTY), as detailed in below session-B requirement/ technical specifications of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.
B. Requirement/ Technical Specifications

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Detail Specification</th>
<th>Unit</th>
<th>Quantity</th>
<th>Latest Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Carbolic Soap</td>
<td>Carbolic Soap Bar (4 pieces per one bar, red color)</td>
<td>Bar</td>
<td>81,696</td>
<td>26-March-2021</td>
</tr>
</tbody>
</table>

The required type of carbolic soap bar is a mild disinfectant that contains carbolic acid.

Bidders must submit product samples and related documents (ISO certificate etc.) of product they are offering to enable Pact to evaluate the offered product’s compliance with specifications and suitability for purpose. Failure to submit samples and related documents will render the offer invalid.

Please take note of the following requirements and conditions pertaining to the supply of the above-mentioned supplies:

- **All documentations, including catalogs, instructions and operating manuals, shall be in this language**: English / Myanmar
- **Documents to be submitted**:
  - ISO certificate or equivalent quality management system
  - Product **Declaration of Conformity (DOC)** referring to a GHTF standard (European Union, USA, Australia, Canada, Japan)
  - If the medical device is CE marked Product Certificate issued by an EU Notified Body
- **Latest Expected Delivery Date and Time**
  - 28-Feb-2021, from the issuance of the Purchase Order (PO)
- **Exact Address of Delivery**
  - | Carbolic Soap | Hpa-An | Mawlamyaing | Loikaw |
    - |            | 10,740 | 23,080      | 47,876 |
- **Mode of Transport**
  - Prefer to use private transportation to speed up the delivery and safe from damage and loss of supplies.
- **Preferred Currency of Quotation**
  - Myanmar Kyat (MMK)
After-sales services required  Others if any packaging damaged, supplier should be replaced for the damage and loss of quantities.

Period of Validity of the quotation closing date.  45 Days

Payment Terms  30 Days Credits from the goods are completely received by DRD

Taxes  The vendor has responsible to provide the tax clearance related documents to Pact Myanmar as described below from one of them in circumstance vendor charges any tax percentage to Pact Myanmar.
Revenue stamps (Vendor needs to provide the revenue stamps according to purchase order amount)
Form-31 (Vendor needs to provide form 31 for us according to purchase order amount)
In case of above documents are not able to provide by vendor, the company requires to providing official commitment letter to Pact Myanmar that the tax amount will be paid to revenue office by Vendor.

C. Eligibility

In order to meet Source Nationality rules, the Vendor must be a legal seller in Myanmar and must normally have the same or similar types of items for sale. The quotation must include all the following information:

- Ability to meet or exceed the required TECHNICAL SPECIFICATIONS (The items/services outlined in Section B);
- Ability to deliver the items/services specified in Section B no later than the date(s) required.
- Ability to provide of required product related documents.

D. Submission Instructions

Suppliers who wish to response this RFQ should send their quotations in sealed envelopes and the product samples must be submitted to Pact Myanmar office Head Office as following address. Since this is remote work period, Pact Myanmar will only be received the sealed quotation and product samples on 16-March-2021 till 5:00PM.

Office Address: Crystal Tower 15th Floor, Kyun Taw Street, Kamayut Township, Yangon.

Please label your sealed envelopes as “Quotation for Supply and delivery of Carbolic Soap”

E. Evaluation Criteria

Pact will award a contract resulting from this solicitation to the responsible vendor whose quote will be best value for Pact, price and other factors considered. The following factors shall be used to evaluate offers:
• Full compliance to requirements (specifications)+ ability of submission of products’ related documents
• Price
• Delivery lead time
• Credit payment terms

F. Terms and Conditions

A. Disclaimers

• Pact reserves the right to modify by written notice the terms of this solicitation at any time in its sole discretion. Pact may cancel the solicitation at any time
• Pact may reject any or all proposals received.
• Issuance of solicitation does not constitute award commitment by Pact.
• Pact reserves the right to disqualify any quotation based on vendor’s failure to follow solicitation instructions.
• Pact will not compensate Vendors for their response to the solicitation.
• Pact reserves the right to issue an award based on initial evaluation of applications without further discussion.
• Pact may choose to award only part of the quantities in the solicitation or to issue multiple awards.
• Pact reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.
• Pact may contact Vendors to confirm contact person, address, and that the proposal was submitted for this solicitation.
• Pact may contact listed past performance references without notice to the Vendor. Pact also reserves the right to contact other past performance information sources that the Vendor did not list in the proposal.
• By submitting a proposal, the Vendor confirms they understand the terms and conditions.
• Information pertaining to and obtained from the Vendor as a result of participation in this solicitation is confidential. The Vendor consents to the disclosure of the documents submitted by the Vendor to the reviewers involved in the selection process. Please note that all reviewers are bound by non-disclosure agreements.
• In exceptional circumstances, Pact Myanmar may request to supplier to extend for the validity of Quotation beyond what has been initially indicated in this RFQ. The quotation shall then confirm the extension in writing, without any modification whatsoever on the Quotation.

B. Purchase Order Terms and Conditions for Commercial Items

APPLICABLE LAW – This purchase order shall be enforced in accordance with the body of law applicable to procurement of goods and services and the laws of the Myanmar shall apply. By accepting this agreement Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.
1. ASSIGNMENT – This purchase order or any interest therein nor claim thereunder shall not be assigned, transferred, or subcontracted by the Vendor.

2. CHANGES – (a) By written order, Pact may direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; and, (v) terms and conditions of this contract required to meet Pact’s obligations under funding agreement. (b) If any such change causes an increase or decrease in the price or in the time required for its performance, Vendor shall promptly notify Pact thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Vendor from proceeding immediately with the directed change(s). Changes shall not be binding upon Pact except when specifically confirmed in a written modification.

3. CONFIDENTIAL INFORMATION – Vendor shall not publish any information developed under this Purchase Order, nor disclose, confirm, or deny any details about the existence or subject matter of this Purchase Order, or use Pact’s name in connection with Vendor’s sales promotion or publicity without prior written approval by Pact.

4. DISPUTES – In case of a dispute arising from this agreement, the parties shall use their best efforts to arrive at an agreeable resolution. Any dispute that is not settled through the above “best efforts clause” shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may not award punitive or special damages. The parties in dispute shall each pay its own expenses in conjunction with the arbitration, but the compensation and expenses of the arbitrator(s) shall be borne in such manner as may be specified in the decision of the arbitrator(s). The Vendor shall proceed diligently with its performance of this purchase order pending the final resolution of any dispute arising or relating to this purchase order. Pact shall continue to reimburse the Vendor for its allowable costs in accordance with the payment provisions of this purchase order except for those costs related to the dispute.

5. ETHICAL STANDARDS OF CONDUCT – Vendor shall neither receive nor give any gifts or gratuities in connection with this Purchase Order. Vendor’s employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Vendor shall not participate in any unethical conduct during performance of this Purchase Order. Vendor shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

6. EXCUSABLE DELAYS – The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify Pact in writing as soon as it is reasonably possible after the commencement of any excusable delay and shall include the Vendor’s estimate of the likely duration of the delay.
7. **EXPORT AND TRANSPORTATION CLEARANCES** – Vendor shall secure in a timely manner all necessary licenses, approvals, permits and other authorizations, and shall successfully comply with all applicable laws and binding regulations and complete all required administrative processes and other formalities, for export of the Goods and any Related Services from their country of origin, through any intermediary countries, to their destination as specified in the Purchase Order.

8. **INDEMNIFICATION** – The Vendor is solely and exclusively liable to third parties for all costs incurred by the Vendor, all claims of damages against the Vendor arising out of or based on its performance of this purchase order.

9. **INDEPENDENT CONTRACTOR STATUS** – Vendor is, and shall remain, an independent contractor during the performance of this Purchase Order.

10. **INVOICING AND PAYMENT** – The Vendor shall submit proper invoices to Pact for Delivered Goods and Related Services that have been successfully performed in accordance with any directions stipulated in the Purchase Order form, and the Term and Conditions attached. To constitute a “proper invoice” within the meaning of this clause each invoice shall provide the following information and attached documentation:
   a. Vendor name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services);
   b. Purchase Order number;
   c. Description of each type of Delivered Goods and Related Services included in the invoice, together with the applicable Unit Price; and
   d. Vendor payment information
   e. The following certification, manually signed by an authorized official of Vendor:
      “The undersigned hereby certifies that (i) the invoice has been prepared from Vendor’s books and records in accordance with the terms of the cited Purchase Order, and to the best of my knowledge and belief, it is correct, the sum claimed is proper and due and has not been claimed or paid before, the Goods have been delivered and any Related Services have been performed, the quantities and prices specified are consistent with the Order, and all necessary Pact approvals have been obtained, and (ii) appropriate refund to Pact will be made promptly upon request in the event of disallowance of any portion of the invoice pursuant to the terms of the Contract.

   BY:____________________________________
   TITLE:___________________________________
   DATE: ___________________________________

Invoices shall be submitted in an original and two (2) copies, to the party identified to receive invoices in the Purchase Order. Invoices determined not to be proper due to the existence of deficiencies will be returned to Vendor, generally within ten (10) business days of submission, with major deficiencies noted for correction.

11. **PACKING AND MARKING** – Vendor shall pack, mark for export and ship goods in compliance with the requirements of this Purchase Order, as well as all applicable transportation regulations, carrier tariffs and sound commercial practice. Packing must be sufficient to ensure safe arrival at destination, and
fully cover such any foreseeable hazards. Vendor shall be solely responsible for complying with all applicable laws as well as sound international practices for the packaging, labeling, transportation and shipping of the Goods (including, if applicable, hazardous materials safeguards). Vendor shall enclose a packing slip with this Contract number in a secure and durable envelope attached to each container.

12. PRICE – The Price specified on the Purchase Order form is a firm, fixed, all-inclusive total price covering performance of all of Vendor’s obligations pursuant to this Contract, including but not limited to, supply of delivered goods to destination and successful performance of all Related Services; warranty-related costs and charges; any and all required licenses, maintenance or use charges; and all other costs and charges of whatever description or amount, in connection with or resulting from Vendor’s performance.

13. QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE) – All Goods delivered, and services rendered pursuant to this Purchase Order shall be subject to inspection and testing by Pact prior to acceptance. Payment shall only be made for accepted Goods and services. If Vendor delivers non-conforming Goods, Pact may, at its option and Vendor’s expense: (i) return the Goods for refund or credit; (ii) require Vendor to promptly correct or replace the Goods; (iii) correct the nonconformance; or (iv) obtain conforming Goods from another source. Pact shall specify the reason for any return or rejection of nonconforming Goods and/or shall describe the action taken. Prompt removal and replacement or correction (as applicable) of the issue will be done by the vendor no later than (10) business days after receiving notification of rejection of Goods or services. Vendor shall be liable for any increase in costs, including procurement costs attributable to Pact’s rejection of the non-conforming Goods or Services.

14. SEVERABILITY – If any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, such a determination shall not affect the remaining provisions of this agreement. Further, each valid provision under this agreement shall be enforced to the fullest extent permitted by law.

15. TERMINATION – Pact may terminate performance of work under this purchase order, in whole or in part, if (a) the funder terminates the prime agreement, (b) the Vendor defaults in delivering the proper goods and fails to cure the default within ten (10) days after receiving a notice from Pact specifying the default, or (d) the funder orders the termination of the purchase order. Default includes failure of the Vendor to make progress in the work so as to endanger performance. If this purchase order is terminated for convenience, Pact shall be liable only for the actual, reasonable, substantiated and allowable costs with the total amount to be paid by Pact being determined by negotiation. If terminated for cause, Pact shall not be liable to the Vendor for any amount for supplies not accepted by Pact.

16. WARRANTY – In addition to any warranties required by any other provision of this Purchase Order, and any other warranties that may be established by operation of the applicable laws, Vendor hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable:

   a. are free of defects in material and workmanship for the warranty period specified in the manufacturer’s standard warranty commencing on the date the Goods are accepted;
b. conform to applicable specifications and regulatory agency requirements, and are free of
defects in design;

c. are free of latent defects (as used herein, defects that meet the following criteria: (a) such
defects are not apparent to either Party during customary manufacturing or quality
testing and/or inspection; and (b) such defects result solely from defective material,
workmanship, or design and are not caused by misuse or misapplication of the
Equipment);

d. are new; unused; non-remanufactured and non-refurbished; not previously disposed as
Government surplus; and produced entirely from Goods meeting all of the foregoing
requirements (including but not limited to materials, parts, components and sub-
assemblies thereof);

e. will, to the extent found to be in breach of any warranty specified in this purchase order,
be removed, and repaired or replaced, covered by new warranties identical to those that
applied to the originally supplied Goods and services, extending for the longer of [a] the
remainder of the original warranty period, or [b] a new warranty period;

f. ensure that all spares and replacement parts are the same as the original spares and parts
unless formally replaced by an improved and Pact-approved technical equivalent;

g. comply with the description on the Purchase Order form and all other requirements of
this Purchase Order in all respects;

h. Vendor has no knowledge of any patents or copyrights which are infringed or may be
infringed, or any trade secrets or other proprietary rights of other persons which are or
may be misappropriated or violated by using, making, copying, licensing, distributing or
selling the Goods.

i. If any Goods or services supplied hereunder are defective or otherwise do not meet the
warranties specified herein or otherwise applicable, Pact may, at its option: (1) reject the
affected item(s) and require a full refund or credit; (2) reject the affected item(s) and
require prompt correction or replacement (freight prepaid) at Vendor’s sole expense; (3)
retain it/them at a equitably adjusted price; or (4) require Vendor to provide, if available,
corrections in the form of field change order kits (including components, instructions and
other necessary materials) from Vendor so that Pact may make necessary changes or
repairs Repaired or corrected items shall be subject to the same warranties as if they were
new. While returned item(s) are in Vendor’s possession and while in transit during return
to Vendor and reshipment to Pact, all risks and costs of loss, destruction or damage shall
be for Vendor’s account.

j. Pact shall submit warranty claims to Vendor within a reasonable time after Pact becomes
aware of any breach, indicating the nature and date of the claim.

k. Vendor shall promptly correct any problem reported by Pact by making necessary
changes in the Goods or their manufacturing processes so that further Goods to be
delivered to Pact shall be as warranted herein. If Vendor becomes aware of any non-
conformance to any warranty relating to the Delivered Goods, Vendor shall promptly
notify Pact thereof in writing.

l. Pact shall have the right, at any time and from time to time, to stop further shipments of
Goods from Vendor to Pact that do not conform to the warranties and other requirements
of this Contract, and in such event Pact shall advise Vendor of Pact’s best identification
and assessment of the problems. Further shipments of Goods shall not be made to Pact
until and unless Vendor has corrected the specified areas of non-conformance in
Products, or Pact authorizes in writing the shipment of such Products pending Vendor's correction.