

Request for Quotation

RFQ Title: **Visual editing and design services**

RFQ number: **P4767-2021-08**

Date of Solicitation: **July 07, 2021**

Submission Date and time: **July 14, 2021**

Questions and Clarifications Due by: **July 13, 2021**

Estimated Delivery/ Performance Date: **August 1, 2021-July 31, 2022**

Request for Quotation (RFQ) for Visual editing and design services

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. A nonprofit international development organization founded in 1971, Pact works on the ground in more than 30 countries to improve the lives of those who are poor and marginalized.

Pact has worked in Ukraine since 2006 in the areas of governance, capacity development, and health. Building on a decade of experience, we address key challenges facing civil society organizations in Ukraine. The purpose of the USAID-funded Enhance Non-Governmental Actors and Grassroots Engagement activity implemented by Pact in Ukraine (hereinafter - “USAID/ENGAGE”) is to increase citizen awareness of and engagement in civic actions at the national, regional and local level.

With this RFQ, Pact is seeking to contract two visual editing and design services providers for the period of August 1, 2021-July 31, 2022 (with possibility of extension).

B. Requirement/ Technical Specifications

Please submit your quotation for supply and delivery of the listed items below. Your quotation should be in the template attached as Annex 1 (Vendor submission template).

Throughout the duration of contract, the selected Providers are expected to provide expert advice and technical support related to visual editing and design in accordance with the instructions received in close coordination with the USAID/ENGAGE responsible manager, which may include the following:

- developing visibility items’ design (brochures, flyers, roll-ups, advertisements, presentations, infographics, including animated charts and other data visualizations) for public and media events related to the program activities;
- preparing relevant graphic illustrations for publications including printed forms (handbooks, 2-pagers, memos, articles, press releases, etc.) and online (Facebook, Twitter, and LinkedIn posts, interviews, newsletters, web-site visuals, etc.);
- ensuring that all visibility actions are carried out in line with the ENGAGE communication strategy and USAID visibility guidelines and requirements.

The above list is not exhaustive. Pact reserves the right to request deliverables not explicitly mentioned in the above list of expected services but related to the field of expertise of the vendors.

Required Qualifications:

1. Experience in the field of graphic design, proven by samples of previously created graphic materials (preferably visualized data pieces, presentations, and reports).
2. Previous work with international organizations would be an asset.

Deliverables

Reporting Requirements (Activities/Outputs)	Due Dates	Delivery Instructions
Visibility items related to USAID/ENGAGE program activities developed in line with the ENGAGE communication strategy, visibility guidelines, and requirements.	Irregular. As requested by Pact	Requested visibility items developed in coordination with the responsible ENGAGE officer. All designs and edits to be approved by Pact.

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

All documentations, including catalogs, instructions and operating manuals, shall be in this language	English/Ukrainian
Taxes	USAID/ENGAGE is an international technical assistance project. Thus, if a Value Added Tax (VAT) payer, the applicant should demonstrate readiness to invoice Pact without VAT in accordance with the Decree of the Cabinet of Ministers No. 153 of February 15, 2002 “On Unified System of the Use and Monitoring of International Technical Assistance.”

C. Eligibility

In order to be considered for award, Vendors must be currently legally operating in Ukraine and the quotation must include all of the following information:

- Ability to meet or exceed the Requirements/Technical Specifications outlined in Section B;
- Ability to deliver the items/services specified in Section B no later than the date(s) required.

D. Submission Instructions

The following information to be included by vendor in quotation:

1	A completed copy of the coversheet attached to this RFQ
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2	Quoted price in for each item or service specified in UAH. This price should be all inclusive of warranty, delivery, and taxes if applicable
3	Validity period of offer (Offer should be valid for at least 90 days).
4	Credit Payment Term; Pact is preferable payment with 1-month credit, after delivery of goods.
5	Indicate of delivery duration weeks to supply and delivery of goods after PO issue.
6	Your quotation must be on official letter head with authorized signature and stamp.
7	Specifications of the products offered in Section C fully addressed.
8	Warranty and information for product can be included as attachments to Attachment 1, the coversheet.

Electronic submissions must be received at the address specified below by **July 14, 2021**.

Submissions must be forwarded in electronic format only (either PDF or Microsoft Word and Excel) to tenders.engage@pactworld.org. Quotations should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred). Vendors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment. Please indicate “**RFQ P4767-2021-08 Visual editing and design**” in the e-mail subject line.

1. Quotes must contain:
 - 1.1. a completed quote cover sheet (Attachment 1);
 - 1.2. a copy of registration or incorporation in the public registry, or equivalent document from the government office where the Vendor is registered, copy of company tax registration, or equivalent document (if available);
 - 1.3. proof of relevant experience:
 - 1.3.1. portfolio that proves the experience in conducting the requested services;
 - 1.3.2. three (3) scanned copies of contracts and/or three (3) reference letters from Customers.
2. Proposals submitted through hard copy will not be considered.
3. Quotations received after that time or at a different address may not be accepted.
4. All quotations and delivery dates must be valid for a period of 90 days following the submission due date mentioned above.

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:

- Technical capability of the item offered to meet the Pact’s requirements (50 points);
- Price (50 points).

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 scope of work in the solicitation or to issue multiple awards the scope of work.
- 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.

B. Purchase Order Terms and Conditions for Commercial Items

1. **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 Ukraine 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.
2. **ASSIGNMENT** – This purchase order or any interest therein nor claim thereunder shall not be assigned, transferred, or subcontracted by the Vendor.
3. **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.
4. **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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEPENDENT CONTRACTOR STATUS** – Vendor is, and shall remain, an independent contractor during the performance of this Purchase Order.
11. **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 in 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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

Attachment 1: Quotation Cover Sheet

Instructions: Fill in the information requested below and include it in your submission.

Pact RFQ No.:		P4767-2021-08
RFQ Title:		Visual editing and design services
Submission Date:		MM/DD/YYYY
Vendor Contact information	Entity Name	Insert here
	Representative's Name	Insert here
	Title	Insert here
	Email	Insert here
	Phone	Insert here
	Address	Insert here
	Type of Entity	Insert here
Persons authorized to negotiate for Vendor		Insert Name, title, and contact information

Past performance

Please specify at least three cases of experience in the field relevant to this RFQ:

Name of the Customer	Dates of Performance	Contact Person (name, title, place of work, e-mail, and mobile number)

Price Quote

Price can be determined either per item or per hour of work

No	Product or service	Specifications	Unit	Qty	Quoted Price
1.					
2.					
3.					
4.					

Validity Period of Offer	Insert here
Credit Payment Term Offered	Insert here
Estimated Delivery Date	Insert here

Vendor Agreement
<i>By signing this Quotation, Vendor hereby certifies to the currency, accuracy and completeness of all pricing information, technical data, delivery dates, representations and certifications included in their quotation as well the acceptance of all of the terms and conditions set forth in this RFQ/Solicitation. Pact reserves the right to make an award on the basis of this information and proposal without further discussions.</i>
Signature:
Name and Title:
Date: