



Request for Proposal

Issued on	April 07,2025
Solicitation Number	RFP-DHK-0456
For	Professional Services for Health SMS campaign for Community Stakeholders.
Period of Performance	4 Months from the date of Signing the Contract
Queries Timeline	April 16, 2025.
Application Submission Date & Time	April 27, 2025
Type of Contract	Fixed Price Contract

BACKGROUND

Pathfinder International is implementing the “Women-Led Climate Resilience Program (WLCRP),” commonly known as "Dishari: Advancing the Leadership of Women and Girls towards Better Health and Climate Change Resilience." This project primarily focuses on strengthening the healthcare system in areas most vulnerable to climate-induced hazards. This project is working in five districts: Sylhet, Sunamganj, Netrokona, Kishoreganj and Cox’s Bazar where there is higher poverty, insufficient health systems and infrastructure, and a high risk of natural disasters that place a disproportionate burden on women and their families to manage their daily lives. It also aims to enhance women's and adolescent’s leadership in managing health risks associated with climate change by supporting sexual and reproductive health services, improving food and nutrition, ensuring access to safe water, sanitation, livelihood and hygiene facilities.

The project seeks to empower women & adolescents by establishing essential communication channels and providing necessary tools for emergency management.

In this regard, Pathfinder is looking for a Consultant (Individual/Firm) for the services “Health SMS campaign for Community Stakeholders”.

Scope of Work & Deliverables:

Objective:

- The consultant will send seven unique text messages to 700,000 individuals (100,000 unique recipients per message) across 20 upazilas within the five project districts.
- Messages will target men, women, and adolescents aged 18 and above.
- Pathfinder will provide the finalized seven messages and any other necessary materials

SMS Distribution Plan:

- Each message will reach 100,000 individuals across the 20 selected upazilas, ensuring even coverage across all five districts.

- Seven separate messages will be sent to a different set of 100,000 recipients, totaling 700,000 unique individuals.
- SMS distribution will follow a bi-monthly schedule (twice per month).

The consultant will manage the bulk SMS distribution and ensure timely delivery to the designated audience.

Potential themes/topics for SMS:

The following themes are illustrative, and Pathfinder International will provide the messages. The text messages will be limited to 70 characters. The language of the message will be in Bangla. The SMS messages will be sent to the targeted audience.

- Awareness messages for pregnant mothers in the context of climate change and disaster
- Awareness messages for adolescents in the context of climate change and disaster

Roles and Responsibilities:

- Submit a detailed work plan in the form of a Gantt chart outlining the SMS delivery schedule.
- Coordinate and send seven unique bulk SMS messages to 700,000 individuals across 20 upazilas in the five WLCR project districts: Sylhet, Sunamganj, Netrokona, Kishoreganj, and Cox’s Bazar.
- Each SMS will be sent to a unique group of 100,000 recipients, ensuring no duplication—one message per recipient, totaling 700,000 unique beneficiaries.
- Provide a log sheet or verifiable documentation confirming the successful delivery of the messages to the target audience.
- Submit a comprehensive report at the end of the assignment detailing:
 - Total reach
 - Geographic coverage by upazila and district
 - Are there any notable challenges or recommendations for future dissemination?

Key Deliverables:

- A detailed work plan with timelines presented in a Gantt chart format.
- Execution of seven separate bulk SMS campaigns, each sent to 100,000 unique individuals, totaling 700,000 recipients across 20 upazilas in the five WLCR project districts.
- Log sheets after each SMS dispatch, documenting:
 - Date of message delivery
 - Message content
 - Number of successfully sent messages
- A final report summarizing the assignment, including:
 - Total audience reached
 - Breakdown by district and upazila
 - Evidence of delivery and any relevant insights

Estimated Assignment Timeline:

The consulting agency will work under the overall guidance and direct supervision of the Women-Led Climate Resilience team of Pathfinder International to carry out the activities mentioned above. It is estimated that the tasks will require four (04) months within the assignment period. The key functions and timeline are as follows:

Sl	Activity	Deliverables	Timeline
1.	Initial meeting with the WLCR team and preparation of a detailed work plan	Work plan (Gantt Chart)	Mont 1
2.	Send the first two bulk SMS messages (bi-monthly) to the designated audiences.	Bulk SMS delivery	
3.	Send the third and fourth bulk SMS messages (bi-monthly) to the designated audiences.	Bulk SMS delivery	Month 2
4.	Send the fifth and sixth bulk SMS (bi-monthly) to the designated audiences.	Bulk SMS delivery	Month 3
5.	Send the seventh bulk SMS message to the designated audiences.	Bulk SMS delivery	Month 4
6.	Submit log sheets after each SMS batch, including date, message text, and SMS count.	Verified log sheets or evidence	
7.	Submit a final report summarizing reach and district-wise breakdown.	Final report	
Total estimated period			4 months

Proposal Guidelines and Instructions:

Potential agent/farm/organization will be required to submit proposal both technical and financial. Financial proposals should be in BDT and include details expenditure in the budget. The contract will cover all kind of fee, travel and other associates' cost should be budgeted. All proposal should be valid for a minimum of ninety (90) days.

The agent/farm/organization submitting proposals in response to this RFP shall bear the cost of the proposal preparation and PI/B shall not reimburse any costs related to proposal preparation.

Your proposal should provide basic information about organizational competency and relevant experience. It should have a section addressing each of the following areas:

- Copy of e-TIN certificate (TAX will be submitted using this e-TIN number)
- Registration documents (Legal entity assurance certification/registration documents)
- Copy of VAT/BIN Certificate (as applicable).
- Relationship disclosure

✓ Describe any current or past relationship your organization may have with Pathfinder, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how risk will be mitigated.

✓ Describe any personal or family relationships any employee of the organization has with any

employee of Pathfinder. If there is a potential conflict of interest, please explain how risk will be mitigated.

Note - Disclosure does not automatically disqualify offeror.

Required Technical Qualification:

- Proven capacity to reach large audiences across the five WLCR project districts.
- Demonstrated experience in managing large-scale SMS campaigns.
- A qualified team with relevant expertise to carry out the assignment effectively.
- Ability to provide clear documentation, regular progress updates, and a comprehensive final report.
- If not a telecom service provider, the vendor must have the technical capability and partnerships to deliver high-volume bulk SMS in collaboration with telecom operators in the target regions of Bangladesh.

Financial Proposal

Financial proposal should be submitted in the below manner:

- Detail Budget covering the performance period.

The following points should be considered during the Financial Proposal Submission:

- ✓ Offerors must provide a budget according to the Scope of Work. Although a budget is proposed, Pathfinder will issue a fixed cost, deliverable-based contract to ensure the best value for money. Pathfinder retains the right to further negotiate the budget and/or require additional documents for supporting the proposed rate.
- ✓ Offerors should submit all relevant costs including but not limited to field visit costs (if applicable) in the Financial Proposal to perform the SOW with a detailed budget breakdown and notes. All financial proposals should include all cost including travel cost to deliver the deliverables be submitted in BDT.
- ✓ Pathfinder International shall deduct the TAX following the GOB policy and requirements at the time of payment. If there are any discrepancies between the proposed TAX rate in the proposal and at the time of payment, the rate applicable at the time of payment will survive. Similarly, VAT shall be paid, if applicable, at the rate applicable at the time of payment. Both must be included in the submitted proposal.

EVALUATION

In evaluating the proposals, Pathfinder International will seek the **best value for money** rather than the lowest-priced proposal. Pathfinder will use a two-stage selection procedure for all the proposal that has passed the required criteria. Any proposals that failed will not move to the evaluation stage:

- The first stage will evaluate the legal document’s pass/fail criteria.
- The second stage will evaluate the Cost Proposal for proposals that pass the Technical Proposal evaluation.

The selection committee will evaluate each proposal based on the following criteria:

Criteria	Weight
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Bid Submission	Pass/Fail (if failed, Pathfinder will not evaluate the proposal)
a. Was the bid submitted on time?	
b. Is the potential bidder eligible? Did they clear the CSI check?	
c. Legal documents; National ID/Passport, Trade license, VAT/BIN and Tax documents (as applicable)	
d. Is there a potential conflict of interest?	
Technical	80 POINTS
a) Ability to meet the requirements of the SOW and deliverables- 45	
b) Organization Profile/Capacity- 20	
c) Past Experience in relevant areas- 15	
Financial	20 POINTS
Total	100 POINTS

If at any time prior to award Pathfinder deems there to be a need for a significant modification to the terms and conditions of this RFP, Pathfinder will issue such a modification as a written RFP amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no bidder shall rely on any such statement. Such amendments are the exclusive method for this purpose.

Pathfinder is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals.

Pathfinder shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning Bidder.

The evaluator will tally all the individual scores for each section and calculate the average score. The total average scores will be added to obtain the total points achieved by the individual bidder. If the total number points meet or exceeds the threshold established in the evaluation methodology, the bidders cost proposal will be eligible for consideration.

The score for the cost proposal will be calculated in the following manner:

Cost proposal score = $100 \times \text{Lowest cost} / \text{cost of the proposal under consideration}$. The lowest cost proposal will receive the full 100 points.

The total score will be calculated as follows:

Total Score= Technical proposal score of the proposal under consideration multiplied by 0.80 plus (+) Cost proposal score of the proposal under consideration multiplied by 0.20.

Payment Terms

We anticipate entering a fixed price contract with the selected vendor. Payment will be made within 30 days after completion of all deliveries and after receiving corrected invoices along with receipts and acknowledgement of delivery receipts. Applicable VAT & Tax will be deducted and paid following Bangladesh Government rules and regulations.

All deliverables must be delivered within specified timeline. If vendor/contractor fail to deliver all the deliverables with timeline, Pathfinder international is not liable to make any payments to the vendor/contractor. No partial payment is not allowable.

Sl. No	Deliverables	Amount	Remarks
1	<ul style="list-style-type: none"> • Detail Workplan • Delivery of 7 unique SMS messages to 700,000 unique recipients (100,000 per SMS) • Verified log sheets after each SMS • Final report on audience reach and coverage 	100% of the total amount	Payment will be made upon submission and approval of all deliverables.

Quotes Deadline and Queries

Offer submission in response to this RFP must be received by Pathfinder no later than the date and time mentioned above. The interested contractor must submit soft copies by the due date:

1. Submit soft copy of the cost proposal along with all required documents to procurement-bd@pathfinder.org
2. The email submitting the soft copies must mention “RFP-DHK-0456”.
3. Any other communications including submitting any questions/queries must mention reference “RFP-DHK-0456” in the subject line.
4. For any questions/queries, please email to procurement-bd@pathfinder.org on or before the date and time mentioned in the RFP. The subject should mention “RFP-DHK-0456”.

Terms

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract as a result of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal/CV related materials or delivery.

Confidentiality

IF APPLICABLE As a part of the RFP process, Pathfinder International may be providing confidential information. Consequently, suppliers must complete a Confidentiality/ Non-Disclosure Agreement.

Agreement

Any resulting contract will be subject to the terms and conditions contained in the annex. **See Part A.**

Thank you,

Country Director
Pathfinder International

PART A. GENERAL TERMS AND CONDITIONS

1. **Scope of Work.** Under this Agreement, the Independent Contractor identified above (hereinafter “Contractor”) will provide to Pathfinder International (hereinafter “Pathfinder”) the professional services and deliverables set forth in the Scope of Work, hereby incorporated by reference. Time is of the essence with respect to performance, unless otherwise indicated in the Scope of Work.
2. **Term.** Pathfinder agrees to engage Contractor, and Contractor agrees to provide the agreed-upon services for the period mentioned above.
3. **Approvals.** This agreement is contingent upon receipt of donor approval, satisfactory reference checks, background eligibility clearance, and confirmation of work authorization to work in the assigned country/countries. Pathfinder conducts background checks on all short-term Contractors.
4. **Relationship.** It is understood and agreed that the Contractor is furnishing services to Pathfinder International as an Independent Contractor, and nothing contained in the Agreement between Pathfinder and the Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.
5. **Rate. Select 1:** For services performed during the term, the Contractor will be paid in accordance with their rate of \$XXX.XX per agreement or (2) For services performed during the term, Contractor will be paid a fixed fee of \$XXX.XX.
6. **Terms of Payment.**
 - 6.1 In no event shall the amount paid to Contractor exceed the fixed price or ceiling price, as applicable, stated in Article 5 without the express written authorization of Pathfinder.
 - 6.2 *Invoice Submission.* Contractor shall submit invoice(s) to the address to the attention of the Pathfinder employee identified in Article 23 below. Invoices shall be submitted promptly upon completion of each milestone. Invoices for all other expenses shall be submitted promptly upon completion of the required products/services.
 - 6.3 **Not applicable for fixed price agreement: Level of Effort.** Contractor may not work or be reimbursed for days beyond the maximum approved amount without prior written approval from Pathfinder. The maximum approved level of effort for this Agreement is 45 days, based on a five/six-day workweek and including travel. A day is defined as eight (8) work hours.
 - 6.4 *Method of Payment.* Contractor will be paid via (1) direct deposit to a bank account *or* (2) wire transfer to bank account]. Failure to provide accurate bank information in a timely manner may delay payment.
 - 6.5 *Timing of Payments.* Contractor shall be paid within thirty (30) days after Pathfinder’s receipt of an invoice in the format prescribed of this Agreement and acceptance by Pathfinder of the completed products/services in accordance with “Inspection & Acceptance” below, together with any required supporting documentation as described in Article 6.6 below and “Budget” (Attachment 2). Pathfinder is under no obligation to pay Contractor’s invoices received later than ninety (90) days after completion of the required services/deliverables. Payment of Contractor invoices by Pathfinder shall not constitute final approval of the charges therein. All charges invoiced by Contractor may remain subject to Pathfinder and/or U.S. Government/Client audit and subsequent adjustment. Contractor agrees to reimburse Pathfinder for any costs disallowed by Client.
 - 6.6 *Inspection & Acceptance.* All deliverables shall be subject to final inspection by the individual stated in Article 23 below and shall be accepted or rejected as promptly as practicable after delivery or performance. If a deliverable or service performed by Contractor is found to be defective, Contractor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days, unless otherwise agreed-to by Pathfinder. If correction of such work is impracticable, Contractor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so, requested by Pathfinder. To the extent that Pathfinder is held

financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor is responsible for any deficiency on the part of its suppliers or subcontractors. Contractor shall be responsible for any additional costs of re-procurement that exceed the fixed price or ceiling price, as applicable, specified in Article 5 as may be necessary for Pathfinder to secure the supplies/services as a result of Contractor's inability to deliver or perform supplies or services that conform to the requirements of this Agreement.

- 6.7 *Late Deliveries*. In addition to any remedies available to it in the event of late delivery, Pathfinder may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the fixed price or ceiling price, as applicable, set forth in Article 5 above.
7. **Confidential Information**: Each party shall treat as confidential all information obtained from the other during the course of performance under the Agreement. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law. All confidential information disclosed or otherwise made known to the Contractor as a result of the services remains the sole property of Pathfinder.
8. **Intellectual Property**: The title to all Intellectual Property rights in or in relation to material created during the course of the services, including but not limited to designs, works of authorship, analyses, reports, improvements or processes, vests in Pathfinder upon its creation. These rights include title and interest in patent, copyright, trademark and other proprietary rights. At its sole discretion, Pathfinder may grant to the Independent Contractor, a limited, royalty-free license to use material developed under this Agreement. In addition, nothing in this Agreement shall supersede the rights of donors supporting Pathfinder's work.
9. **Non-Compete**: While this Agreement is in effect, the Independent Contractor shall not perform similar services with any party directly or indirectly in competition with Pathfinder without giving prior notice to and obtaining written consent from Pathfinder.
10. **Assignment**. The Independent Contractor may not assign its rights or responsibilities under this Agreement without the prior written consent of Pathfinder.
11. **Child Safeguarding**. Contractor confirms its agreement to abide by Pathfinder's Child Safeguarding and Trafficking in Persons Policies, copies of which have been provided to and signed by the Contractor.
12. **Non-Solicitation**. During the term of this Agreement and for twelve (12) months following its termination the Contractor agrees not to solicit, entice, induce, encourage, or attempt to solicit, entice, induce, encourage any Pathfinder employee, either directly or indirectly, to leave Pathfinder's employ or to cause or attempt to cause any Pathfinder employee to become employed by any person or business entity competitive with or engaged in the business of Pathfinder.
13. **Conflict of Interest**.
- 13.1 During the term of this agreement as defined in Article 2 above, Contractor shall not engage, directly or indirectly, either in his/her own name or through the agency of another person, in any business, profession, or occupation in the country of assignment or any other country to which s/he may be assigned during the term of this Agreement. This includes loans to or investments in any business in the country of performance, as specified in the Scope of Work (Annex A). This provision does not apply to Contractors who are citizens or legal residents of the country of performance.
- 13.2 To the best of his/her knowledge, Contractor presently has no conflict of interest with respect to the Services to be performed for Pathfinder under this Agreement. Contractor agrees not to enter into any such agreement or execute any documents that will create a conflict of interest or which will prevent it from freely performing any obligation under this Agreement. Contractor furthermore agrees to notify Pathfinder in writing should any potential conflict of interest arise during the term of this Agreement.

- 14. Indemnification.** Independent Contractor will indemnify and hold Pathfinder, its employees, and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Pathfinder and/or its customers (whether or not the agreement is canceled) caused by or arising out of Independent Contractor's breach of any term of this Agreement including, without limitation, the timely performance thereof.
- 15. Compliance with Law** Contractor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without regard to the conflict of laws principles thereof.
- 16. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of Pathfinder without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 17. Force Majeure.** Any non-performance or delay in performance of any obligation of either party under this Agreement may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor is affected by Force Majeure, it will (i) promptly provide notice to Pathfinder, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on Pathfinder, including sourcing substitute providers of services from the market, in order to meet Pathfinder's required completion dates. Contractor has an ongoing duty to keep Pathfinder apprised of the situation until resolved.
- 18. Termination for Convenience:** Pathfinder International reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Independent Contractor shall immediately stop all work hereunder. Subject to the terms of this Agreement, the Independent Contractor shall be paid for services rendered up to the time of termination.
- 19. Termination for Cause:** Pathfinder International may terminate the Agreement or any part thereof, for cause in the event of any default by the Independent Contractor, or if the Independent Contractor fails to comply with any term or condition of the Agreement, or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of funding or the prime award for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Independent Contractor for any amount for services not accepted, and Independent Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Agreement or by law. If it is determined that Pathfinder improperly terminated the Agreement for default, such termination shall be deemed a termination for convenience.
- 20. Claims and Disputes.**
- 20.1 In the event of any dispute between Contractor and Pathfinder, a claim by the Contractor must be made in writing and submitted to Pathfinder's Director of Grants and Contracts, who shall render a decision within thirty (30) days of receipt of the Contractor's claim.
- 20.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, that cannot be resolved within a reasonable time following good faith attempts by the Parties shall be finally settled in accordance with the regulations of the American Arbitration Association (AAA). Proceeding shall be conducted in the state of Massachusetts, USA, unless another venue is mutually agreed upon in writing. Judgment upon any award rendered may be

entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change, or disregard any lawful terms of this Agreement. The Parties expressly agree that the arbitrators shall have no power to consider or award punitive or exemplary damages, or any other multiple or enhanced damages, whether statutory or common law. This agreement to arbitrate shall be binding upon the heirs, successors, assigns, and any trustee, receiver, or executor of each Party. Unless otherwise ordered by the arbitrator, each party shall bear its own costs and fees, including attorneys' fees and expenses. The Contractor shall proceed diligently with performance of this Agreement pending final resolution of any claim.

21. Contractor Warranties, Representations, and Certifications.

21.1 The violation of any of the following warranties, representations, or certifications shall represent a material breach and be grounds for termination for cause.

21.2 Warranties for Supplies/Services. Contractor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function or service for which they were intended. Contractor agrees to pass on all manufacturers' warranties to Pathfinder. Contractor agrees to deliver/provide the products/services which are the subject-matter of this Agreement to Pathfinder free and clear of all liens, claims, and encumbrances. Contractor represents and warrants to Pathfinder that: (i) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to Pathfinder; or (b) performing any other obligation under this Agreement; and (ii) it will not knowingly incorporate confidential information of any person or entity not a party to this Agreement into any materials furnished to Pathfinder without prior written notice to Pathfinder.

21.3 Representations. Contractor represents and : (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of Pathfinder in return for or in connection with the award of this Agreement; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Agreement or any other person, which behavior could have had the effect of lessening competition for the award of this Agreement or of raising the price of the Deliverables or the Services procured; (iii) no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement; and (iv) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Agreement were true and complete when made.

21.4 Certifications. Contractor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Assets Control of the U.S. Department of Treasury; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Contractor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: www.sam.gov, <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>, and <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>; and (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not

charge under this Agreement any item which has its source in, or is purchased from a supplier which has its nationality in, any restricted countries or prohibited sources, as designated in <http://www.usaid.gov/ads/policy/300/310mac>; and (viii) Contractor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement.

- 22. Notifications.** All inquiries and invoices must be submitted to Pathfinder listed below: Pathfinder International at procurement-bd@pathfinder.org
- 23. Waiver.** Failure of Pathfinder to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of Pathfinder to enforce each and every provision.
- 24. Expense Report.** The Independent Contractor shall be reimbursed for properly documented travel and other expenses incurred in direct support of services performed under this agreement. Travel and other expenses must comply with Pathfinder's travel policies and procedures for reimbursement, including submission of the Travel Expense Voucher (TEV) forms provided by Pathfinder. Expense reports submitted later than 15 calendar days after the end date of this Agreement will not be paid.
- 25. Modification.** The scope of work and other terms and conditions contained in this Agreement shall not be added to, modified, superseded or otherwise changed except by written modification.
- 26. Entire Agreement.** This Agreement supersedes all prior oral or written agreements, if any, between the parties concerning the work under this Agreement and constitutes the entire agreement between the parties with respect to the work to be performed under this Agreement.