



DAI (Thailand) Ltd.

Request For Quotation (RFQ)

No.: DAIT-BKK-RFQ-001

Professional Finance and Admin Support Services

Issuing Date: July 6, 2023

WARNING: Prospective Offerors who have received this document from a source other than the DAI (Thailand) Ltd, should immediately contact **daa_subawards@dai.com** and provide their name and mailing address in order for amendments to the RFQ or other communications to be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted via email.

1. Synopsis of the Request for Quotation

DAI (Thailand) Ltd. invites qualified firms to submit their quotation/proposal for the services specified below and in this RFQ.

1. RFQ No.:	DAIT-BKK-RFQ-001
2. Issuing Date:	July 6, 2023
3. Title:	Professional Finance and Admin Support Services
4. Issuing Office:	DAI (Thailand) Ltd. T-One Building, 16 th Floor, Room no. 16-113, No. 8, Soi Sukhumvit 40, Sukhumvit Road, Prakranong Subdistrict, Klongtoei District, Bangkok 10110, Thailand.
5. Questions:	DAI will hold a conference call for bidders to ask questions regarding this Request for Quotation (RFQ) on July 17 at 10:00 AM - 11:00 AM Bangkok time. Please email daa_subawards@dai.com to request an invitation to join the conference call by July 13 at 5:00 PM Bangkok time.
6. Closing date for receipt of Quotes:	July 21, 2023 (5:00 PM – Bangkok, Thailand) All bids shall be sent via email to daa_subawards@dai.com by the time/date specified above.
7. Award Type:	Firm Fixed Price - Purchase Order
8. Basis for Award:	An award will be made to the responsible bidder whose bid is responsive to the terms of the RFQ and is most advantageous to DAI, considering price or/and other factors included in the RFQ. To be considered for award, bidders must meet the requirements identified in Section 12, “Determination of Responsibility”.

Scope of Work

Role: Professional Finance and Admin Support Services

Location: Bangkok, Thailand

Period of Performance: Thirteen (13) Months

I. INTRODUCTION:

This package constitutes a Request for Quotation (RFQ) for professional Finance and Admin services for DAI (Thailand) Ltd., established in May 2010, under support of United States Agency for International Development (USAID) funded projects. DAI (Thailand) Ltd is a subsidiary of DAI Global LLC, a corporation organized and existing under the laws of the State of Delaware, with its headquarters office located at 7600 Wisconsin Avenue, Suite 200, Bethesda, MD 20814 (hereinafter referred to as “Contractor” or “DAI (THAILAND) LTD”), and local office at T-One Building, 16th Floor, Room No. 16-113, No. 8, Soi Sukhumvit 40, Sukhumvit Road, Prakranong Subdistrict, Klongtoei District, Bangkok 10110, Thailand.

II. SUMMARY OF REQUEST:

DAI (Thailand) Ltd. is seeking quotations from firms to provide professional finance and admin support services for DAI (Thailand) Ltd. from September 1, 2023– September 30, 2024. The selected firm will provide accounting, payroll and other admin tasks - related services as described under Section III, below. The selected firm will provide a dedicated CPD-licensed accountant, duly registered with the Thai Ministry of Commerce, for DAI (Thailand) Ltd.

To be considered, a proposal must be received via email in adobe Acrobat PDF or Microsoft Word format on or before Monday, July 21, 2023 at 5:00 P.M. to the following email addresses:

daa_subawards@dai.com

The award of a contract hereunder is subject to the availability of funds. Issuance of this RFQ does not constitute an award or commitment on the part of DAI (Thailand) Ltd, nor does it commit DAI (Thailand) Ltd. to pay for costs incurred in the preparation and submission of a quotation.

III. TASKS:

The selected Offeror will complete the following tasks during the contract period.

I. Monthly Accounting services

- Prepare journal, payment and receipt vouchers on monthly basis.
- Enter DAI (Thailand) Ltd. data into accounting system (Total 20-30 vouchers per month)

- Maintain the general ledger to ensure transactions are completed in accordance with Thai Accounting Standards or Thai GAAP.
- Report Trial Balance, Profit & Loss and Balance Sheet in accordance with defined and agreed reporting requirements of DAI (Thailand) Ltd.
- Reconcile accounts and prepare supporting financial statements.
- Maintain external and internal original documents.
- The provider will record all accounting transactions within vFER (DAI – THAILAND's accounting systems). Organize information for and complete periodic consolidation of Company financial reports, including Field Expense Report (twice a month) and Bank Reconciliation Report, Field Wire Request, and submit them directly to DAI/Bethesda;
- Oversee Company accounting procedures and records ensuring that they are compliant with Thai laws and DAI regulations;
- Liaise with DAI_staff, including its corporate team, Bethesda on issues related to Company finances and resolve problems as they arise;
- Maintain Company financial and operational records and documentation in compliance with DAI and Royal Thai Government regulations;
- Represent the Company in all bank, tax, social security, and customs issues related to Company financial operations;

2. Payroll services (Monthly and Yearly)

- Monthly service fee for a) salary and allowances remittance for up to seven (7) staffs and b) associated statutory remittances (taxes, social security fund and provident fund).
- To pay staff accurately and on time and comply with regulatory filings.
- Prepare and process monthly payroll and reporting (including local statutory computations). Payroll computation and disbursement of salary via company's bank account. Preparing bank payment file to individual employees' account. Generate standard payroll reports for management's review on a monthly basis as well as pay slips.
- Social Security Fund administration. Preparation of withholding tax (PND.1) and social security fund returns (SPS 1-10). Preparation of Social Security Fund and Workmen's Compensation Fund forms on annually basic.
- Provident Fund reporting to TISCO website. Compute monthly Provident Fund contributions and submit the Provident Fund returns.
- Preparation of PND 1 Annual Summary Form (PND 1 Kor) both Thai and Expats. Preparation of annual personal income tax return (PND 91) for Expats. Preparation of employee withholding tax certificates (50 Tawi).
- Remittance of monthly taxes and tax forms to the relevant authority before the due date.
- Remittance of monthly social security fund and provident fund contributions (employee and employer) before the due date, completing any required forms.
- Provide updates on relevant changes to labor laws such as adjustments to tax requirements and approvals from the Ministry of Labour.
- Provide DAI a summary of statutory payroll payments such as income tax, social security, provident fund and any other applicable together with payment slips

3. Payment and Administrative Function Services

- The provider will also handle the payments and administration role. There are around 10 payments per month (including cheque, bank transfer and expense claims).
- Prepare payments summary listing each of vendors to be paid and the net amount less any withholding tax deductions (where applicable) for DAI (Thailand) Ltd's approval for remittance of payment. Payment runs are twice a month.
- Prepare the Withholding Tax Certificates and distribute to suppliers.
- No more than 10 sales invoices per month. Handle of issuing sales invoices and tax invoices on monthly basis.
- The provider will collect all documents (i.e. vendor invoices, tax invoices, bank statements, withholding tax certificates, receipts etc.) and process all payments through the client's Standard Chartered Bank.

4. Monthly Tax form submission

- Prepare Monthly withholding tax PND 3/53.
- Prepare monthly VAT Report and submission (PP.30).
- Issue Tax Invoice to DAI (Thailand) Ltd. (estimated no more than 5 sales Tax Invoices/Receipts every month).

5. Taxes Return and Auditing services (Half Year and Year-end)

- Prepare Annual Financial Statement with notes in compliance with Thai Accounting Standards
- Prepare Annual Summary Financial Report (Sor Bor Chor 3) with certification by a qualified accountant
- Prepare Annual Report Relating to International Investment Position to the Bank of Thailand (Sor Bor Chor 3/1)
- Prepare documentation for and oversee annual statutory audit tasks and processes. Co-ordinate and liaise with the external auditor during the year-end audit.
- File the Annual Financial Statement, the Annual Summary Financial Statement and supporting documents thereto with relevant authorities.
- Prepare Statutory Report to DAI (Thailand) Ltd.
- Submit Financial Statement via E-Filing of DBD systems.
- Prepare and submit tax reports as needed, including VAT, withholding tax, social security, annual corporate tax, annual personal income tax, and annual workman's compensation.
- Prepare documentation for and oversee annual statutory audit tasks and processes, and submission of Company financial report to the Ministry of Commerce.
- Prepare forecasts of half-year corporate tax return and submit to the Revenue Department.
- The provider will complete the year-end tax return based on the audited account and submit the annual tax return online and work with the client to coordinate the necessary payments within the period of time required by the Thai Revenue Code.
- Prepare Mid-Year Corporate Income Tax Return (PND 51) and adhere to filing deadline.
- Prepare Annual Corporate Income Tax Return (PND 50) and adhere to filing deadline.

IV. DAI (Thailand) Ltd. POINT OF CONTACT:

The chosen Offeror will complete all tasks under the supervision of the Directors of DAI (Thailand) Ltd., or designee.

2. Request for Quotation

<p>1. General Instructions to Offerors</p>	<ul style="list-style-type: none"> • All documents must be provided in English Language. • Quotations are due on July 21, 2017 (5:00 PM – Bangkok, Thailand). Late offers will be rejected except under extraordinary circumstances at DAI (Thailand) Ltd.’s discretion. • Offerors shall submit quotes stating the RFQ number sent by email to: daa_subawards@dai.com • Offerors fully understand that their quote must be valid for a period of 30 days. • Offerors shall sign and date their quotation. • Offerors shall complete Attachment A: Price Schedule template. Value Added Tax (VAT) shall be included on a separate line.
<p>2. Questions Regarding the RFQ</p>	<p>Each Offeror is responsible for reading very carefully and understanding fully the terms and conditions of this RFQ. All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email or in writing delivered to the Issuing Office no later than the date specified above. All questions received will be compiled and answered in writing and distributed to all interested Offerors.</p>
<p>3. Requirements for Quotes to be Determined Responsive</p>	<p>The following must be received by the quotation/proposal due date</p> <ol style="list-style-type: none"> 1. Title Page – the title page shall show the RFQ subject, the firm’s name, address, contact person, and the firm’s CPD license number (if applicable) 2. Cover Letter – the cover letter should briefly state the proposer’s understanding of the work to be performed, commitment to perform the work and statement as to why the firm believes it is the best qualified firm to perform the engagement. 3. Firm’s Qualifications <ol style="list-style-type: none"> a. Qualifications and related experience – sufficient information should be provided regarding qualifications of the firm to provide the requested scope of work. Firm must have at least ten years of experience providing similar services, including

	<p>providing financial services to firms registered and operating similar to DAI (Thailand) LTD.</p> <p>b. References - Provide a listing at least three current and/or former clients in Thailand to whom your firm has provided similar services within the last 3 years. This section shall include the service being provided, a short description of the client, name of the Project manager in your firm responsible for the services provided, and contact information of the client.</p> <ul style="list-style-type: none"> • Individual’s Qualifications - provide detailed information on the qualifications and experience of the person(s) who will perform tasks under this contract. Include resumes of any other persons that might assist with the tasks included in this contract. Minimum requirements include Lead Accountant with a minimum of 12 years of accounting experience administering and managing accounting services for companies such as DAI as well as knowledge of Thailand corporate tax requirements. In addition, the Lead Accountant must possess a valid Certified Public Development (CPD) accounting license and have fluent Thai and English speaking, reading and writing abilities.
<p>4. Determination of Responsibility</p>	<p>DAI (Thailand) Ltd. will not enter into any type of agreement with a vendor prior to ensuring the vendor’s qualifications. When assessing a vendor’s qualifications, the following factors are taken into consideration:</p> <ol style="list-style-type: none"> 1. Provide copies of the required business licenses to operate in the host country. 2. The source, origin and nationality of the services are not from a Prohibited Country (explained below). 3. Ability to comply with required or proposed delivery or performance schedules.
<p>5. Source, Nationality and Origin Requirements</p>	<ul style="list-style-type: none"> • DAI (Thailand) Ltd. must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI (Thailand) Ltd. does not procure any services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. DAI (Thailand) Ltd. is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI (Thailand) Ltd. By submitting a quote in response to this RFQ, Offerors confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.

6. Compliance with Terms and Conditions	Offeror shall be aware of the general terms and conditions for an award resulting from this RFQ. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment B.
7. Procurement Ethics	By submitting a Bid, Offerors certify that they have not/will not attempt to bribe or make any payments to DAI (Thailand) Ltd. employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Offerors or the DAI (Thailand) Ltd. staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to FPI_hotline@dai.com .

The evaluation of the offeror's price proposal shall consider whether the price is fair and reasonable.

No discussions or negotiations are permitted with bidders, and therefore bidders shall submit their best and final price. Once a determination has been made, DAI (Thailand) Ltd. will use a fixed-price Purchase Order to procure the services.

Attachment A:

1.1 Price Schedule

Item Number	Item Name	Specifications	Quantity	Unit Price	Total Price
1a	Monthly accounting service fee	As specified in Scope of Work: III Tasks 1.	1	Each	
1b	Payroll service fee (Monthly and Yearly)	As specified in Scope of Work: III Tasks 2.	1	Each	
1c	Monthly Payment and Administrative service fee	As specified in Scope of Work: III Tasks 3.	1	Each	
1d	Monthly Tax form submission	As specified in Scope of Work: III Tasks 4.	1	Each	
1e	Taxes Return and Auditing services (Half Year and Year-end)	As specified in Scope of Work: III Tasks 5.	1	Each	
2	VAT charges associated with Line 1a, 1b, 1c, 1d, 1e and 1f	n/a	1	Each	
GRAND TOTAL IN [Local Currency] Click here to enter text.					

Delivery Date:

We, the undersigned, provide the attached quote in accordance RFQ # _____ dated _____ Our attached quote is for the total price of _____ (figure and in words)

I certify a validity period of ___days for the prices provided in the attached Price Schedule/Bill of Quantities. Our quote shall be binding upon us subject to the modifications.

We understand that DAI (Thailand) Ltd. is not bound to accept any quotes it receives.

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:
Email:
Company Seal/Stamp:

Attachment B: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI (Thailand) Ltd., as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders (including E.O 13224) and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors from acquiring any supplies or services from individuals or organization, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the US Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Subcontracting Requirements (January 2012) – (a) Applicability: This section limits the number of tiers of subcontracts to one tier below the Vendor. The Vendor must not allow lower-tier subcontracts without the express written approval of DAI. Should exceptional circumstances warrant subcontracting below one tier, the Vendor shall promptly request approval in writing from DAI. The Vendor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The Vendor shall be responsible for compliance with this clause by all subcontracts and lower-tier subcontractors.
5. Combating Trafficking of Persons (Feb 2009) – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
 - (a) *Definitions.* As used in this clause—

“Coercion” means—(1) Threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—(1) By threats of serious harm to, or physical restraint against, that person or another person; (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of— (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means— (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not— (1) Engage in severe forms of trafficking in persons during the period of performance of the contract; (2) Procure commercial sex acts during the period of performance of the contract; or (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract; (2) Requiring the Contractor to terminate a subcontract; (3) Suspension of contract payments; (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

6. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.

7. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAII with a disclosure statement describing this information.

8. Business Size and Classification(s) – The Bidder certifies that is has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.

9. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.

10. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
11. Labor Laws – The Bidder certifies that it is in compliance with all labor laws..
12. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
13. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI (Thailand) Ltd. Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.
14. National Security Screening (Non-US Party Vetting) - The Purchase Order was awarded after following the procedures in the Implementing Partner Notice No. OAA-IP-2011-004 and subsequent Notices related to this matter which incorporated Mission Order No. 201.04 entitled, “National Security Screening (Non-US Party Vetting). Copies of the Implementing Partner Notice(s) and the Mission Order can be obtained from the DAI (Thailand) Ltd. 's Representative named herein. For awards that meet the Vetting threshold, USAID had issued an Eligibility Notice to DAI (Thailand) Ltd. for the vendor prior awarding the Purchase Order. This Eligibility Notice is valid for 12 months. If the Purchase Order's Performance Period exceeds 12 months, the Vendor shall provide an updated information used in filing the Partner Information Form (PIF) to start a new vetting process to acquire a new Eligibility Notice for the Vendor. Also, during the course of the 12 months, if the information provided by the vendor has changed, the Vendor shall notify DAI (Thailand) Ltd. at once to update the Eligibility Notice issued for the Vendor.
15. Certification Regarding Provision of Support to Persons Engaged in Terrorism –
 - (a) By receiving this Purchase Order, the Vendor certifies, to the best of its knowledge and belief that:
 - (1) The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorism acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
 - (2) The following steps may enable the Vendor to comply with its obligations under paragraph (1):
 - a. Before providing any material support or resources to an individual or entity, the Vendorr will verify that the individual or entity does not (i) appear on the master list of Specially Designated nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to DAI.
 - b. Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Osama bin Laden, or the Al Qaidia Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Subcontractor should refer to the consolidated list available online at the Committee’s website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Vendorr will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
 - (3) For the purpose of this Certification.
 - a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
 - b. “Terrorist act” means –

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
- (iii) any other person not taking an active part in hostilities in situations of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroups.

d. Reference in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the unlimited beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(b) By accepting or start performing this Purchase Order, the Vendor acknowledges that it has a continuing obligation and shall notify DAI (Thailand) Ltd. within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a).

(c) The certification in paragraph (a) of this clause and the requirement to update DAI (Thailand) Ltd. as to a change in status as set forth in paragraph (b) are representations upon which reliance was placed when making the award. If it is later determined that the Vendor knowingly rendered an erroneous certification, or did not notify DAI (Thailand) Ltd. in writing of a change in such certification, in addition to other remedies available to the U.S. Government and DAI (Thailand) Ltd., DAI (Thailand) Ltd. may terminate this subaward for default. DAI (Thailand) Ltd. may also cease payments due to the Vendor even if goods and services have been provided.

16. Restrictions on Certain Foreign Purchases (June 2008) –

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).

By submitting a proposal, bidders agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

Attachment C: Past Performance

Include assignments of a similar nature that best illustrate your work experience relevant to this RFQ, sorted chronologically and starting with the most recent completion date.

These assignments should have been undertaken in the past five (5) years. Those assignments undertaken in the prior to the past five (5) years may be taken into consideration at the discretion of the evaluation committee.

Name of Assignment:
Location of Assignment:
Contract Amount:
Period of Performance:
Description of Services Provided:
Reference Contact Name:
Reference Contact Number:
Reference Contact Address:

Name of Assignment:
Location of Assignment:
Contract Amount:
Period of Performance:
Description of Services Provided:
Reference Contact Name:
Reference Contact Number:
Reference Contact Address:

Name of Assignment:
Location of Assignment:
Contract Amount:

Period of Performance:
Description of Services Provided:
Reference Contact Name:
Reference Contact Number:
Reference Contact Address:

Attachment D: Proposal Checklist

Offeror: _____

Have you?

- Submitted your proposal to DAI (Thailand) Ltd. in a sealed envelope to the address (electronic or physical) as specified in General Instructions above?

Does your proposal include the following?

- Information on applicant's qualifications and related experience – sufficient information should be provided regarding qualifications of the firm to provide the requested scope of work
- Resumes and detailed information on the qualifications and experience of the person(s) who will perform tasks under this contract, including copy of Certified Public Development (CPD) accounting license. Include resumes of any other persons that might assist with the tasks included in this contract.
- Quotations of the Product or Service that meets the technical requirements (*use template in Attachment A*)
- Signed Cover Letter (*use template in Attachment A*)
- Documents used to determine Responsibility (including valid registrations /licenses to operate; for details see *Attachment B*)
- Completed Past Performance section as per *Attachment C*