

**INVITATION TO BID**  
**FOR**  
**Installation of Solar system for LED operation**



**INITIATIVE FOR DEVELOPMENT & EMPOWERMENT AXIS (IDEA)**

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## TENDER NOTICE

**REF: - IDEA/UNHCR/PPA-953/11/2021**

A non-profit, non- governmental organization, invites sealed bids along with 02% bid security of the total quoted price under two envelop procedure from reputed vendor registered with Income Tax & Sales Tax, for Installation of **Solar system for LED operation**.

Bid documents containing details terms and conditions and specifications can be obtained/download by clicking the link <http://www.idea.org.pk/ads.php>. Sealed bids as per instruction in the ITB (Invitation to Bid) must be submitted on the address "**House # 02, Street # 1 Rahatabad Peshawar** by **November 15, 2021 till 14:30 Hours**. Bids will be opened on the same day i.e. **November 15, 2021 at 15:00 Hours** in the presence of bidders (or their authorized representatives whoever opt to attend)

Procurement Section

**Address: House # 02, Street # 1 Rahatabad Peshawar.**

Email ID: [logistics@idea.org.pk](mailto:logistics@idea.org.pk), Website: [www.idea.org.pk](http://www.idea.org.pk)

**Contact # 091-5610110**

## INSTRUCTIONS TO TENDERERS

By submitting a tender, tenderers fully and unreservedly accept the conditions of this call for tenders, which will constitute the governing the contract as the sole basis of this tendering procedure, whatever the tenderers own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively. Participation is open to neutral persons and legal persons participating either individually or in a grouping (consortium) of tenderers.

**The foreseeable timetable for this procedure is as follows:**

Description	DATE	TIME in PST
<b>Deadline for submission of tenders</b>	<b>November 15, 2021</b>	<b>02:30 PM</b>
<b>Tender opening session</b>	<b>November 15, 2021</b>	<b>03:00 AM</b>

- i. The bidder/ proponent must submit the proposals in separate sealed envelopes and as per specified procurement method two envelope procedures.**
- ii. The proposal shall be clearly marked on the outer side” Technical proposal” and “Financial proposal”.
- iii. The proposal shall be written in English language. Overwriting in the proposal is strictly prohibited.
- iv. Tenderers who present their bids after stipulated time or incomplete bids will be excluded from the tender evaluation process.
- v. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders No tender can be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- vi. Any such notification of alteration or withdrawal must be prepared and submitted in outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- vii. No tender may be withdrawn in the interval between the deadline for submission of tenders
- viii. Costs of preparing tenders: No costs incurred by the tenderer in preparing and submitting

the tender are reimbursable. All such costs will be borne by the tenderer.

- ix. Ownership of tenders: The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.
- x. In case of calculation mistakes from the bidder in the submitted tender document, the unit price will be conserved.
- xi. The envelopes should have the name, address and contact details of the addresses and the addressors.
- xii. Suppliers who do not receive written feedback within 2 weeks after expiry of the IFT deadline have not been successful, and will not be informed in writing or via email.
- xiii. The bidder shall specify validity of quotation or bid in days, the submitted bid IDEA may under exceptional circumstances request for extension in bid validity.
- xiv. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project, will be blacklisted and debarred.
- xv. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these tender instructions.
- xvi. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- xvii. Contract will be signed with the successful bidder and its terms and conditions will govern the executive of the contract.
- xviii. In case public holiday, is announced by the Government (due to any reason) the tender will be open on next working day at the same time and venue.
- xix. In case of any ambiguity the supplier has the right to contact via email to contracting authority within due time span.
- xx. The Supplier must quote only one option for each item. Bids received with more than one options and rates may be rejected.
- xxi. Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed
- xxii. Under two envelope procedure, technical bids will be evaluated in the first stage as per technical qualification criteria and in the second stage, the financial bids of the technically qualified firms/bidders will be open. The financial bids of the unqualified bidder will be returned unopened.
- xxiii. **Samples Inspection:** As per criteria the top three qualified bidder shall submit samples for inspection. The samples will be return on request of supplier after successful delivery of items to actual destination within 15 working days.

The property of the samples remains to tenderer/sender and are to be delivered and collected at the cost of the tenderer. After tender evaluation the samples can be collected at the address of sample delivery. If not collected within 07 days of the closing of the tender the property of the samples will be change to contracting authority.

- xxiv. **Delivery Schedule:** All the items Delivery and installation shall be complete within 25 working days at required mention schools in refugee's villages after signing of contract with consultation of contracting authority (IDEA)
- xxv. After issuance of contract, the supplier must take care of packaging of all items and should avoid any transport damages. In case of any transport damage of items, the bidder will be held responsible to replace the items immediately.
- xxvi. **Delivery Location:** As mention below.
- xxvii. **Bid Validity:** Bids shall be valid for a period of 60 days.
- xxviii. **Performance Guarantee:** The successful bidder will submit Bid security @ 05% of the total contract value as performance guarantee in the shape of pay order/demand draft/bank guarantee on the name of contracting authority.
- xxix. The 02% bid security will be return to the supplier within 15 working days after successful delivery of all items to actual destination
- xxx. **Bid Currency:** Currency shall be Pakistani Rupees (PKR).
- xxxi. **Bid Price:** The prices must be inclusive of all taxes, duties, delivery / transportation, loading / unloading, packaging and allied costs up to the point of delivery.
- xxxii. **Packages:** All the bidders may apply for all packages, evaluation will be package wise and contract will be awarded to the successful bidder.
- xxxiii. **Cancellation of the tender procedure:** Tender evaluation committee reserves the right to cancel/reject any or all offers by assigning cogent reason.
- xxxiv. **Appeals Process:** Bidders reserve the right to make an appeal relevant to the tender criteria. The appeal should be in writing attention to IDEA head of Program within 5 working days after bid opening procedure.
- xxxv. **Data protection:** IDEA guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. IDEA guarantees confidentiality of the procurement process.

**1. General Condition:**

- a. The quality must be in line with the specifications stated in this tender pack.
- b. All offered products according to national/international standards such as ISO certification, where applicable.
- c. Timely arrival in accordance with the negotiated delivery periods is of utmost important.
- d. The Contracting Authority holds the right to change quantities and slight changes to the technical specifications if required.
- e. The origin of all products needs to be indicated in the offer.
- f. In case an alternative to the specified items is offered, this must be clearly indicated and excessively documented.

**TENDER CONTENT**

The tender bid must include the following documentation so please use the list below as a 'Checklist' before submitting the tender pack to IDEA.

1. Prices must be Inclusive of all govt applicable taxes, loading unloading transportation charges etc.
2. Tenderers Declaration (Signed/stamped)
3. Valid NTN & STRN Certificate (with proof of being active).
4. Relevant verified purchase orders/contracts copies. The contracting authority has the right to verify all the submitted purchase orders, where necessary.
5. Affidavit on a stamp paper stating that the bidder has never been blacklisted by any government/semi-government, NGO and INGO.
6. Proof of professional expertise for the trade you are registered in.
7. Proof of past valid experience as a registered entity with payment statement history which is related to the tender field.

**a. ELIGIBILITY OF APPLICANTS/SUPPLIER.**

**Following are the mandatory eligibility criteria for supplier/bidder:**

- i. Bidder must be a registered company with competent authority.
- ii. Bidder must not be a bankrupt or in the going process of bankrupt
- iii. Bidder must be valid sales tax and income tax registered and must on active tax payers list.
- iv. The bidder must be a manufacturer or direct agent of the manufacturer of required equipment in Pakistan.
- v. The successful bidder shall submit a declaration to supply all the required item as per delivery schedule within 25 days
- vi. Warranty confirmation on Company Letter Head duly sign and stamped are required. The warranty period of the goods shall be as per standard warranty time offered by the manufacturer. The warranty period shall be counted from the date of delivery to the P.E.
- vii. Affidavit must provide on a stamp paper stating that the proponent has never been blacklisted by any government/semi-government organizations NGO or INGO.

## SELECTION CRITERIA

All the bids shall be evaluated under single stage two envelope procedures, where in the first stage technical bids will be opened and evaluated as per following technical qualification criteria. The bidders who score at-least **50** marks out of **70** will be technically qualified. Financial bids of the technically qualified bidders will be opened. The financial bids of the unqualified bidders shall be returned unopened.

### b. TECHNICAL QUALIFICATION CRITERIA

S.No	Qualification/Eligibility Criteria	Documentary Evidence	Marks
1	Bidders should be registered entities with the Government (Company with SECP or any other authority) and must have a minimum of three (3) years' experience in the supply and installation of similar item.	Registration Certificate	10 Marks
2	Bidder must be income tax and sales tax registered and must be on active tax payers list of FBR & KPRA (where applicable).	Registration Certificate & Active Status	05 Marks
3	The Bidder/Supplier should have a documented track of completing at least three (3) similar assignments, during last three (3) years, involving the supply of comparable scale.	Purchase Order/ Contracts/ Completion Certificates	30 Marks (10 marks for each Assignment)
4	The bidder must be a manufacturer or direct agent of the manufacturer of required equipment in Pakistan.	Authorization Certificates	05 Marks (Compulsory)
5	The firm/supplier/contract should have local presence in KP or Islamabad for after sale services.	Documentary proof of office with complete address and phone numbers	05 Marks
6	Can complete the supply and installation of the items within the time specified in schedule of requirement (25 Days).	Supply Schedule/ Mention days on letter head/work plan	05 Marks
7	The bidder must have current assets at-least two (02) time of the amounts of current bid during the last year.	Bank statement/audited financial statements of last three years.	05 Marks
8	Shall provide on a stamp paper an Affidavit stating that the bidder has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.	Affidavit on Judicial Stamp Paper duly attested	05 Marks



**c. FINANCIAL EVALUATION CRITERIA:**

Financial bid of the technically qualified bidders will be open in the presence of the bidders or their representatives. Maximum marks for financial evaluation will be **30**.

**d. SAMPLE EVALUATION:**

As per criteria the top three qualified bidder shall submit samples for inspection if needed.

**e. FINAL EVALUATION:**

Contract will be awarded to the bidder who fulfills the basic eligibility criteria and obtains maximum accumulative marks in the Technical and Financial evaluation.

**PRICE SCHEDULE & SPECIFICATIONS**

Please quote your price for package. The unit price is in PKR. inclusive of all govt applicable taxes, loading/ unloading and Transportation to required destination of RV's Schools in KP on this form or company letter head.

<b>Package</b>	<b>Specification Required</b>	<b>Number of packages</b>	<b>Unit Price in PKR including taxes &amp; duties</b>	<b>Total Price in PKR including taxes &amp; duties</b>
Solar System 1.5 KW	2 Solar Panel 150watt 10year warranty, 1 Battery 150watt Acid Battery with 6-month replacement warranty, Invertor 1.5 KW 01-year warranty, DC wire, DP Box AC/DC with Breaker and solar panel frame with Transportation to RV School (as per attached school list) and Installation.	93		

**Signature & Stamp of Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Contact Number of Bidder:** \_\_\_\_\_

**Office Address of Bidder:** \_\_\_\_\_

### DELIVERY LOCATION AND SCHEDULE

All the required items must be delivered to the following locations with in the period of 25 days from the date of award of contract/PO.

S. No	Region Name	District	RV Name	Cluster Name	School Code	LED Required in Schools
1	Peshawar	Nowshera	Akora Khattak	Lalma	PSB-136	1
					PSG-349	
2	Peshawar	Nowshera	Akora Khattak	Huweii	PSB-138	1
3	Peshawar	Nowshera	Akora Khattak	Shna Wuna	PSB-343	1
4	Peshawar	Peshawar	Badabir	Badabir	PSB-142	1
5	Peshawar	Charsada	Hajizai	Hajizai	PSB-147	1
					PSG-096	
6	Peshawar	Peshawar	Kababyan	Kababyan	PSB-153	1
7	Peshawar	Peshawar	Kababyan	Kababyan	PSG-109	1
8	Peshawar	Nowshera	Khairabad	Kund	PSB-139	1
9	Peshawar	Nowshera	Khairabad	Khairabad	PSB-166	1
10	Peshawar	Peshawar	Khazana	Khazana	PSB-167	1
					PSG-048	
11	Peshawar	Peshawar	Khurasan	Khurasan	PSB-344	1
					PSG-094	
12	Peshawar	Peshawar	Mira Kachori	Baghbanan	PSB-143	1
13	Peshawar	Peshawar	Mira Kachori	Zindai	PSB-185	1
14	Peshawar	Peshawar	Mira Kachori	Mira Kachori	PSG-103	1
15	Peshawar	Peshawar	Naguman	Naguman	PSB-174	1
					PSG-105	
16	Peshawar	Peshawar	Shamshatoo	Shamshatoo	PSB-279	1
17	Peshawar	Nowshera	Turkman	Turkman	PSC-170	1
<b>Total LED Required in Peshawar</b>						<b>17</b>
18	Kohat	Bannu	Bezan Khel	Bezan Khel	PSC-031	1
19	Kohat	Kohat	Cheechana	Cheechana	PSC-187	1
20	Kohat	Kohat	Ghamkol	Ghamkol	PSB-190	1

21	Kohat	Kohat	Ghamkol	Ghamkol	PSB-191	1
22	Kohat	Kohat	Ghamkol	Ghamkol	PSG-271	1
23	Kohat	Kohat	Ghamkol	Ghamkol	PSG-302	1
24	Kohat	Lakki Marwat	Ghandi Khan Khel	Ghandi Khan Khel	PSB-034	1
25	Kohat	Lakki Marwat	Ghandi Khan Khel	Ghambilla	PSC-032	1
26	Kohat	Kohat	Ghulam Banda	Ghulam Banda	PSC-193	1
27	Kohat	Kohat	Ghulam Banda	Sheendand	PSC-276	1
28	Kohat	Hangu	Kahi	Doaba	PSB-189	1
29	Kohat	Hangu	Kahi	Mamu Khore	PSB-202	1
30	Kohat	Hangu	Kata Kane	Kotki	PSB-200	1
31	Kohat	Hangu	Lakhti Banda	Lakhti Banda	PSB-199	1
32	Kohat	Kohat	Oblen	Oblen	PSB-204	1
33	Kohat	Kohat	Oblen	Oblen	PSG-340	1
34	Kohat	D.I Khan	Zafar Abad	Ratta Kulachi	PSC-047	1
<b>Total LED Required in Kohat</b>						<b>17</b>
35	Mardan	Swabi	Barakai	Barakai	PSB-115	1
36	Mardan	Swabi	Barakai	Barakai	PSB-116	1
37	Mardan	Swabi	Barakai	Barakai	PSB-118	1
38	Mardan	Swabi	Barakai	Barakai	PSB-121	1
39	Mardan	Swabi	Barakai	Barakai	PSB-124	1
40	Mardan	Nowshehra	Barakai	Barakai	PSC-122	1
41	Mardan	Swabi	Barakai	Barakai	PSG-090	1
42	Mardan	Swabi	Barakai	Barakai	PSG-304	1
43	Mardan	Swabi	Barakai	Barakai	PSG-305	1
44	Mardan	Malakand	Dargai	Dargai	PSC-325	1
45	Mardan	Swabi	Gandaf	Gandaf	PSB-125	1
46	Mardan	Swabi	Gandaf	Gandaf	PSB-127	1
47	Mardan	Swabi	GANDAF	GANDAF	PSC-281	1
48	Mardan	Swabi	Gandaf	Gandaf	PSG-093	1
49	Mardan	Swabi	Gandaf	Gandaf	PSG-182	1
50	Mardan	Mardan	Jalala	Jalala	PSC-130	1

51	Mardan	Mardan	Jalala	Jalala	PSC-131	1
52	Mardan	Mardan	Kagan	Kagan	PSC-132	1
53	Mardan	Nowshehra	KHESHKI	KHESHKI	PSC-102	1
54	Mardan	Bunir	KOGA	KOGA	PSC-306	1
55	Mardan	Mardan	Qutab Garh	Qutab Garh	PSC-326	1
<b>Total LED Required in Mardan</b>						<b>21</b>
56	Lower Dir	Lower Dir	Chakdara	Chakdara	PSB-257	1
57	Lower Dir	Lower Dir	Chakdara	Chakdara	PSB-258	1
58	Lower Dir	Lower Dir	Chakdara	Chakdara	PSG-078	1
59	Lower Dir	Lower Dir	Chakdara	Chakdara	PSG-079	1
60	Lower Dir	Lower Dir	Chakdara	Chakdara	PSG-283	1
61	Lower Dir	Lower Dir	Mayar	Mayar	PSC-080	1
62	Lower Dir	Lower Dir	Timer	Timer	PSB-263	1
63	Lower Dir	Lower Dir	Timer	Timer	PSB-286	1
64	Lower Dir	Lower Dir	Timer	Timer	PSC-333	1
65	Lower Dir	Lower Dir	Timer	Timer	PSG-269	1
66	Lower Dir	Lower Dir	Toor	Toor	PSG-081	1
<b>Total LED Required in Lowerdir</b>						<b>11</b>
67	Haripur	Mansehra	Barairi	Barairi	PSC-336	0
68	Haripur	Haripur	Basu Maira	Basu Maira	PSB-295	1
69	Haripur	Haripur	Basu Maira	Basu Maira	PSB-335	1
70	Haripur	Haripur	Basu Maira	Basu Maira	PSC-294	1
71	Haripur	Mansehra	Khaki	Khaki	PSC-024	1
72	Haripur	Mansehra	Khaki	Khaki	PSC-026	1
73	Haripur	Mansehra	Khaki	Khaki	PSC-028	1
74	Haripur	Mansehra	Khaki	Khaki	PSC-338	1
75	Haripur	Haripur	Padana	Padana	PSB-003	1
76	Haripur	Haripur	Padana	Padana	PSB-005	1
77	Haripur	Haripur	Padana	Padana	PSC-004	1
78	Haripur	Haripur	Padana	Padana	PSG-082	1
79	Haripur	Haripur	Panian	Panian	PSB-006	1

80	Haripur	Haripur	Panian	Panian	PSB-007	1
81	Haripur	Haripur	Panian	Panian	PSB-008	1
82	Haripur	Haripur	Panian	Panian	PSB-011	1
83	Haripur	Haripur	Panian	Panian	PSB-012	1
84	Haripur	Haripur	Panian	Panian	PSB-016	1
85	Haripur	Haripur	Panian	Panian	PSB-017	1
86	Haripur	Haripur	Panian	Panian	PSC-009	1
87	Haripur	Haripur	Panian	Panian	PSG-076	1
88	Haripur	Haripur	Panian	Panian	PSG-083	1
89	Haripur	Haripur	Panian	Panian	PSG-084	1
90	Haripur	Haripur	Panian	Panian	PSG-267	1
91	Haripur	Haripur	Panian	Panian	PSG-282	1
92	Haripur	Haripur	Panian	Panian	PSG-293	1
93	Haripur	Mansehra	Shaikhabad	Shaikhabad	PSC-029	1
94	Haripur	Mansehra	Shaikhabad	Shaikhabad	PSC-030	1
<b>Total LED Required in Haripur</b>						<b>27</b>
<b>Total</b>						<b>93</b>

### TENDERER'S RELEVANT EXPERIENCE

Please complete the table below using the format to summarise the **major relevant services** carried out in the course of the past **3** years by the tender. The number of references to be provided must not exceed **15** for the entire tender.

NGO/ Company Name	Contact Details in NGO/Co.	Country	Total Contract Value	Dates	Description of Contract	Related Services Provided

**Note: Please provide copies of the previous verified purchase orders/contract.**

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

Unless the context indicates otherwise, the term “Buyer” refers to IDEA. The term “Supplier” refers to the entity named on the order and contracting with the buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

- 1) **Price:** The prices stated on the order/contract shall be held firm for the period and / or quantity unless specifically stated otherwise.
- 2) **Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to IDEA in relation to the performance of the contract.
- 3) **Assignment:** The supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the buyer.
- 4) **Corruption:** The supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
- 5) **Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of IDEA and be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1) The Supplier may not communicate at any time to any other person, government or authority external to IDEA, any information that has been compiled through association with IDEA which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

- 6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of IDEA in connection with its business or otherwise.
- 7) **Observance of Law:** The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- 8) **Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1) In the event of and as soon as possible after the occurrence of any cause deemed



*force majeure*, the Supplier must inform the Buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** If the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9.

**9) Cancellation:** The buyer reserves the right to cancel the contract or suspend its activities or changes to its mandate by virtue of the Executive Council of IDEA /Donor and/or lack of funding. In such a case the supplier shall be reimbursed by IDEA for all reasonable costs incurred by the supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** if the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The supplier shall provide the buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent, then at the choice of the buyer the supplier will either replace the item at their cost or reimburse the buyer.

**11) Inspection and Test:** The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

The Contracting Authority shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Contract.

This inspection on quality and quantity shall also be executed by an independent surveyor company at time and place prior or at loading / unloading (before shipment to

the warehouse). One inspection per supplier will be on account of the Contracting Authority. Any additional inspection shall be on account of the Supplier. Goods not meeting agreed quality will be rejected. In case goods are rejected, the Supplier will contractually be obliged to pay already incurred fees for rejected goods and also for such fees which will become payable to the inspection company due to multiple interventions and/or fruitless visits and for goods inspected but eventually remained unshipped.

**12) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 15 days from being notified of any change.

**13) Export License:** If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses.

**14) Payment Terms:** Unless otherwise agreed, payment terms will be made within 10 working days from receipt of a correctly prepared invoice, goods received notes issued by the delivery locations & delivery challans.

- i. Payment shall take place in the currency of the Contract.
- ii. Payments due by the Contracting Authority shall be made through cross cheque to the contractor.
- iii. Pre-financing will not be granted.
- iv. Payment shall take place according to Cash against documents (CAD) within 10 working days of the reception at the warehouse/delivery point. The order sum cannot be subdivided into partial payments.

**15) Ethics:** The Code of Conduct to which Concern expects all of its suppliers to respect is as follows;

- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labor laws are complied with.
- Social rights are respected

**15.1) Environmental Standards** - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

**16) Rights of IDEA:** If the supplier failed to perform his job which is mainly supply of goods/items to the already identified sites/places within the stipulated time period with good quality as per the TORs of the contract, Then IDEA while giving reasonable notice to the Supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Impose a penalty of 0.5% day for the whole amount of the contract / purchase order.
- Terminate the contract and forfeit the performance guarantee.

**17) Rights of access for test purposes:**

IDEA is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes.

**18) No Agency:** This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

**19) Penalties**

Delivery schedule will be negotiated and fixed in order. In the event of delay in delivery caused other than by force majeure, the Contracting Authority is entitled to make use of a penalty of 5/1000 per calendar day of the total value of the consignment still to be delivered. The penalty will be deducted from the invoice. In the event of incomplete delivery caused by the Supplier, the Contracting Authority is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging the Contracting Authority reserves the right to deduct from the relevant order sum an amount according to the variance to the requested specification. In case the quality is not in line with specifications initially agreed by both sides, the Supplier has to inform the Contracting Authority as soon as possible. Goods not meeting agreed quality can be rejected by the Contracting Authority, but if the Contracting Authority accepts these goods a deduction from the order sum and a penalty will be negotiated.

## **20) Anti-Money Laundering and Anti-Terrorism Financing Policy**

“It is the policy of the IDEA to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorism or criminal activities” by complying with all applicable requirements under the Anti-Money Laundering Act 2010 (Act No. VII of 2010 - an Act to provide for prevention of money laundering) and Anti-Terrorism (Second Amendment) Act, 2014 and its implementation regulations. Recently under the national action plan and SECP regulations money laundering has been identified as a major cause for corruption and criminal activities. Therefore, IDEA is very sensitive to ensuring that our platform is not used for any such purposes.

## TENDERER'S DECLARATION

In response to your tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender and We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:  
Package No 1: [*description of supplies with indication of quantities and origin*]
- 3 The price of our tender is mentioned in the price schedule
- 4 We will grant a discount of [%], or [...] [in the event of our being awarded Package#... & Package#..].
- 5 This tender is valid for a period of 60 days from the final date for submission of tenders.
- 6 We will inform IDEA immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 7 We note that IDEA is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 8 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 9 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, IDEA reserves the right to terminate the contract with immediate effect.
- 10 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- 11 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judical.
- 12 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
- 13 We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed
- 14 We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests

**Name and function:**

**Signature and Stamp:**

**Date:** \_\_\_\_\_

Duly authorised to sign this tender on behalf of: .....

## ANNEXURES

### Supplier qualification

Company name	
Legal form	
Number of employees	
Nationality of company	
Postal address	
Visitors address	
Telephone number	
Email address	
Website	
Name of Managing Director	
Sales & marketing contact person	
Range of services provided by the company (company portfolio)	
Remarks	

**Note:** IDEA carries out projects in the field of humanitarian aid and development cooperation which are financed by the European Community, among others. Part of this qualifying process for our suppliers is the following declaration by your company (in accordance with European Union rules and conditions for the awarding of contracts for services, supplies of goods and construction services).

## IDEA supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption. By doing so, business, as a primary driver of globalisation, can help ensure that markets, commerce, technology and finance advance in ways that benefit economies and societies everywhere.

### Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

### Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

### Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

### Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:

<https://www.unglobalcompact.org>



## Supplier qualification

We, \_\_\_\_\_ (name of company) hereby declare that

- a) we are not in bankruptcy proceedings, judicial insolvency proceedings or in liquidation, that we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions,
- b) we have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
- c) we comply with our duty to pay social insurance contributions, taxes or other levies in accordance with the legal provisions of the state in which we have our office, the state of the consignee, or the state where the contract is performed,
- d) we have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of the European Communities,
- e) no serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from the Community budget,
- f) we are providing you with all the information required in connection with participation in a tender,
- g) in respect of contracts which are ultimately paid for out of European Community funds, no one has accused us of breach of contract due to gross violation of our contractual obligations,
- h) we have not been excluded as a contract partner by the European Community due to ethical issues,
- i) we assure the European Commission, the European Anti-Corruption Bureau and the auditors of the European Community reasonable access on demand to our business and accounting documents for the purpose of checks and audits,
- j) we respect basic social rights and condemn child labor.

We support the goals of the United Nations Global Compact <https://www.unglobalcompact.org>

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Date, company name, signature, name in block capitals, company stamp.

## DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY

Publication ref: **REF: - IDEA/PR-6164/ PAK-1119-21/PHASE#2/WHH/09/2021**

I, the undersigned, hereby declare that I agree to participate in the evaluation of the above-mentioned tender procedure. By making this declaration, I declare that I am aware of the following:

1. Financial persons and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring their own interests into conflict with those of Welthungerhilfe and the Donor.

If such a risk exists, the person in question shall refrain from such action. He or she shall refer the matter to the authorising officer by delegation and inform his or her hierarchical superior. The authorising officer shall confirm in writing whether a conflict of interests exists. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorising officer by delegation shall personally take any further appropriate action.

2. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial person or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient.

I hereby declare that, to my knowledge, I have no conflict of interest with the operators who have [applied to participate] [submitted a tender] for this contract, including persons or members of a consortium, or the subcontractors proposed.

I confirm that if I discover during the evaluation that such a conflict exists or might exist, I shall declare it immediately to the chairperson of the evaluation committee. In the case that such conflict is confirmed by the chairperson, I agree to cease from participating in the evaluation committee. I confirm that I have familiarised myself with the information available to date concerning this [tender procedure][call for proposals], including the provisions of the Practical Guide relating to the evaluation process.

I shall execute my responsibilities impartially and objectively. I further declare that, to the best of my knowledge, I am not in a situation that could cast doubt on my ability to evaluate the [tender(s)][application(s)].

I shall maintain the strictest confidentiality in respect of all information acquired as a result of my involvement in the evaluation process of the above-mentioned call, as well as any information relating specifically to the object of this call.

### **Declaration of Impartiality and Confidentiality,**

I undertake neither to disclose such information to any person who is not already authorised to have access to such information, nor to discuss it with any person in any public place or where others could overhear it.

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(Name in Block letters, Date, Signature)