

## *Tender for School WASH Kit*

<b>Location:</b> 3 <sup>rd</sup> Floor , Kamran Center, 85-East, Jinnah Avenu, Blue Area, Islamabad	Tender No:_(Plan/004/16
<b>Tender:</b> <i>School WASH Kit</i>	Date:

1. **Scope:** **Plan International Pakistan** invites tenders for the supplies/works described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. **Plan International Pakistan** reserves the right to vary the quantity of work/materials/supplies specified in the Tender Documents without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.
2. **Language:** As determined by **Plan International Pakistan** the working language of this tender is English. Other languages will not be accepted.
3. **Qualifying and Conditions:** The main criteria for admission to the tender are as follows:
  - a) Certificate of Registration including NTN/GST certificate of incorporation/company registration under law of land where head office of country is located
  - b) Firm must have good repute and vast experience of carrying out similar nature of projects. Evidence in shape of work orders/work completion certificates of last two years must be provided with the proposal.
  - c) Company profile including status of firm, list of technical staff, equipment and machinery must be provided with the proposal.
  - d) Recognized bank account; **Plan International Pakistan** will make all payments through cross cheque or through bank transfers in given bank account)
  - e) 5% bid amount in shape of CDR/ Demand draft or Pay order should be submitted with bids. No other form of guarantee will be accepted.

Documentary proof of the above must be provided.
4. **Tender Basis:**
  - All Tender Documents must be completed in full, or the application will be disqualified.
  - All Applicants will receive identical documents: No applicant should add, omit, or change any item, term or condition in original papers.
  - If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid.
  - Each applicant should take one bid only.
  - Bids shall be made in writing calculated in PKR only and clearly stated on the appropriate forms.
  - The price schedule must include all information requested, including origin of materials (if required).

- The applicant shall attach a detailed timetable for carrying out the works and propose ways and means to realize the works.
- **Plan International Pakistan** is not liable for any damage to the applicant person or property in the event that something should occur. **Plan International Pakistan** strongly recommends that all applicants take extra precaution when visiting/delivering supplies to a project site.

**5. Scope of Works:** Supplying as per attached annexure-1.

**6. Payments:** Payment will be made upon satisfactory delivery and acceptance report from the location mentioned in tender notice/Invitation of Tender.

**7. Performance Standards:** The works/services must be undertaken in accordance with all relevant rules, regulations and statutes currently in force in Pakistan.

**8. Tender Documents:** All Tender Documents included in this package are listed on the Tender Document Receipt Form, signed by each recipient.

**9. Eligibility of Applicants:** Applicants cannot apply if they:

- Are not registered companies.
- Are bankrupt or in the process of going bankrupt.
- Have been convicted for an offense concerning professional conduct.
- Have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).
- Have not fulfilled obligations related to payment of taxes.
- Are guilty of serious misinterpretation/misrepresentations of facts in supplying information.
- Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties in **Plan International Pakistan**
- Were declared at serious fault of implementation owing to a breach of their contractual obligations
- Are on any list of sanctioned parties issued by the Pakistan Government and European Union.
- Have been reported for/under litigation for child abuse.

**10. Bid Delivery:** All tenders will be delivered (through post/Courier/by hand) in standard format to **Plan International Pakistan's** address in a sealed envelope and by the date stated in Tender Documents. The envelope will be clearly marked with the precise reference of the invitation to which it is a response, the delivery address and the name of the applicant. Tenders delivered after the specified time will not be accepted.

**Bidders must obtain proof of submission of bids with date and time from Plan office**

**11. Bid Opening:** The bids will be opened in the presence of the Tender Committee and Applicant's Representative (who wish to witness), at the address and on the date specified in the Tender Documents. The applicant's name, the bid prices, the total amount of the bid, any discounts and such other information that the **Plan** may consider appropriate will be announced and registered in the minutes.

**12. Bid Evaluation:** The Tender Committee will check the tenders to ensure that they contain no amendment to the terms or any other (calculation) errors. To assist in the examination, evaluation and comparison of bids, the Tender Committee may, at its discretion, request clarification from the **Plan International Pakistan** staff or consultant.

- **Bids evaluation:** With Prices and costs the Tender Committee may take into account other criteria, including, but not limited to record of past performance, integrity, community rapport etc. when assigning companies to the designated short list.

**13. Selection of Tender:** Selection of the successful applicant will be based on the ranking of companies according to financial and technical criteria, as well as any other criteria suggested by the Tender Committee. Based on this the Tender Committee will then make a recommendation.

**14. Acceptance of Successful Tender:** Taking into consideration the recommendation of the Tender Committee, **Plan International Pakistan** will make the final choice of the awarded firm. **Plan International Pakistan** will then send a letter of acceptance to the successful applicant. After submitted documentation from the selected firm has been verified, the firm will then be obliged to sign the contract for the stated amount. Any amendment to the awarded tender will be documented as an "Annex" to the contract and will be determined by (**Plan International Pakistan**)

**15. Specific Terms & Conditions:**

1. Sealed quotations clearly marked "*Tender for School WASH Kit*" must reach Plan office by **Thursday November 10<sup>th</sup>, 2016, by or before 1100 hrs, at 3<sup>rd</sup> floor, Kamarn Centre, 85-East, Jinnah Avenue, Blue Area, Islamabad.**
2. The rates quoted should be inclusive of all applicable Govt. taxes & all associated costs. i.e. transportation (if any), Loading/Un-loading at sites etc. Since Plan International Pakistan is not GST registered entity so; please calculate rates accordingly.
3. Goods QUOTED other than Plan's approved Specifications will not be accepted and quotation will be treated as cancelled.
4. **Cost, quality & time factors will be given due consideration for selection of vendor.**  
Payment will be released within **25-30 days**, through cross cheque/ Demand draft in the name of business (after delivery of goods as per Plan Satisfaction and submission of invoices, complete in all respect).
5. Call deposit @ 5% of bid value in shape of DD/P.O (**cross cheques will not be acceptable**) in the name of **Plan International** to be attached with bids; otherwise bids will be treated as cancelled for further review. Call Deposit will be returned to un-successful bidder within 15 working days from the date of opening of tenders; call deposit below 5% of bid value will not be accepted.
6. **Penalty @1% per day on the value of undelivered quantities will be imposed after agreed due date of job completion.**
7. Plan International Pakistan reserves the right to hold the payment till the work done meets the required specifications/satisfactions of Plan.

8. Bids will be opened on **Thursday November 10<sup>th</sup>, 2016 at 1500 hrs at 3<sup>rd</sup> floor, Kamarn Center, 85-East, Jinnah Avenue, Blue Area, Islamabad,** in the presence of bidder who may wish to witness the occasion.
9. Tender documents/quoted prices must be valid for minimum period of the duration of completion of work from the date of signing of agreement/PO.
10. Lowest price will not be the sole criteria for selection; **quality, delivery time & past experience etc. will also be considered.**
11. Plan International Pakistan reserves the right to either accept/reject any quotation without assigning any reason, or **increase/decrease the quantities as given in tender documents.**
12. Being transparent organization Plan welcome suggestions/observations from the bidders. But any baseless/un-justified complaints will lead to disqualification of business with Plan and Plan's decision in this regard will be final.
13. The vendor will be neither engaged in nor promote child labour.
14. The vendor should follow all the precautionary measures to protect physical, sexual, economical, psychological and emotional abuse of children.
15. The decision of Plan International Pakistan will be final and binding on all.

**Note:** The vendors MUST acknowledge (as below) and agreed that they have read, understood and will comply all the terms and conditions of the tender document **bidders must provide performance money equivalent to 5% of bid value in shape of pay orders, demand draft, bankers cheque favoring "Plan International" which will be refunded at successful completion of agreement with the selected supplier, and to all unsuccessful bidder within 15 working days after award of contract.**

- **Plan International Pakistan** reserves the right to forfeit the Performance Guarantee in case of breach of the agreement.
- Tender publication does not constitute any commitment on part of **Plan International Pakistan** unless a written agreement is signed by both parties.
- Exact quantities may vary slightly from estimated numbers

## *Plan International Pakistan*

### PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Buyer" refers to Plan International Pakistan). The term "Vendor" 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 work agreement, whichever is in place.

#### **GENERAL TERMS AND CONDITIONS**

- 1) **Price:** The prices stated on the order 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 **Plan International Pakistan** 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 **Plan International Pakistan** and shall 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 **Plan International Pakistan**), any information that has been compiled through association with **Plan International Pakistan** 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 in any way whatsoever use the name or emblem of **Plan International Pakistan** in connection with its business or without prior consent of **Plan International Pakistan**.
- 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, Cancellation.

**9) Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the CMT of **Plan International Pakistan** and/or lack of funding. In such a case the Supplier shall be reimbursed by **Plan International Pakistan** for all reasonable costs incurred by the Supplier, including all materials/ services satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should 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) Loss and Indemnity:** The Supplier shall compensate the Buyer in full on demand for all loss, damage or injury to the Buyer which results from the Suppliers failure to comply with the Contract (whether negligent or otherwise).

**12) Insurance:** The Supplier shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.

**13) 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.

**14) 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 3 days from being notified of any change.

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

**16) Payment Terms:** Unless otherwise agreed, payment terms will be 25-30 working days from the receipt of goods/services and invoice.

**17) Ethics:** The nature of **Plan International Pakistan** operations necessitates that the Supplier must maintain ethical and moral standards including but not limited to, non-discrimination on the basis of race, gender, religion or age, avoidance

of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the buyer, may result in termination of the business relationship between the Buyer and Supplier.

**18) Rights of (Plan International Pakistan):** Should the Supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses/ certificate of origin or to make delivery of all or part of the goods by the agreed delivery date(s), the Buyer may, after 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.
- Terminate the contract.

**19) 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.

**20) Severability:** If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

The Contract shall be governed by Pakistani law and the Supplier consents to the exclusive jurisdiction of the Pakistani courts in all matters regarding it except to the extent that the Buyer invokes the jurisdiction of the courts of any other country.

**21) Waivers and Variations:**

**21.1)** A failure to exercise or delay in exercising a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

**21.2)** No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

**22) Service of Notices:**

**22.1)** Any notice given under the Contract shall be in writing and may be served:

Personally;

By registered or recorded delivery mail;

By facsimile transmission (confirmed by post);

By any other means which any party specifies by notice to the others.

**22.2)** Each party's address for the service of notice shall be at their registered address or such other address as specified by notice to the others.

**22.3)** A notice shall be deemed to have been served:

If it was served in person, at the time of service;

If it was served by post, 48 hours after it was posted; and

If it was served by facsimile transmission, at the time of transmission