

TENDER NOTICE

REF: - IDEA/PPAF/01/2022

A non-profit, non- governmental organization, invites sealed bids along with 2% bid security of the total quoted price under single stage one envelop procedure from reputed registered vendors who are on Active Taxpayers List (ATL) of FBR, for (i) **Carpet/Qaleen making material**.

Bid documents containing details terms and conditions and specifications of the **Carpet/Qaleen making material** can be obtained by clicking the link <http://www.idea.org.pk/ads.php>. Sealed Company profile and Financial bids as per instruction in the ITB must be submitted at the address "House # 2, street # 1, near Peshawar Zoo, Rahatabad, Peshawar by **December 15, 2022 on or before 10:00 am**. Bids will be opened on the same day i.e. **December 15, 2022 at 11:00 am**, in the presence of bidders (or their authorized representatives whoever opt to attend).

Package Name	Package Items	Specification Required	Items per package	# of Packages
Carpet/Qaleen making material	Frame	10 feet Width 10.8 feet and length 8.11 feet	1	140
	Frame plate	Steel good quality	1	140
	Kangi (comb)	For qaleen	1	140
	Range	Pipe range normal size	1	140
	Knife	For qaleen	2	280
	Wool daaga	15 kg	1	140

Terms & Conditions:

1. The quantities of packages may vary and are subject to funds availability
2. Sealed tenders should reach at **"House # 02, Street # 01, near Peshawar Zoo, Rahatabad, Peshawar** on or before **December 15, 2022 at 10:00 am**.
3. Tenders will be opened on the same day i.e **December 15, 2022 at 11:00 am**, in the presence of suppliers or their authorized representatives, who wish to witness the tender opening.
4. In case a public holiday is announced by the Government (Due to any reason) the tender will be opened the next working day at the same time and venue.
5. A pay order/demand draft/bank guaranty in favor of "IDEA" with a **value of 2% of the bid amount** must also accompany the bid as Bid Security. Bids received without Bid Security may be rejected. If the selected bidder refuses to sign the supplies contract, then IDEA reserves the right to forfeit the bid security.
6. Multiple bids from one supplies is not acceptable, bidders shall apply for one package only
7. Tender committee reserves the right to change the quantities.
8. 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

9. Lowest price will not be the sole criteria; quality, delivery time and previous experience, relevancy of vendor and technical and professional qualification of the bidder will also be considered.

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

1. **Price Schedule,**
2. **Tenderer's Relevant Experience,**
3. **Tenderers Declaration (Signed/stamped)**
4. **Company Certificate of Registration (NTN etc)**
5. **Proof of professional performance/past experience for the similar assignments**
6. **Proof of bank account in the name of your business or owner**
7. **Method of Procurement**

Single Stage One Envelop procurement procedure will be adopted

1. Timetable for provision
To be submitted by the bidder
 2. Language of offers
All tender's documents are to be submitted in English
 3. Period of validity of offers
All bids must be valid for a minimum of Sixty (60) Days from the tender submission date.
 4. Currency
Pakistani Rupee
 8. Terms: Delivery Duty Paid (DDP)
The prices must be inclusive of all taxes, delivery / transportation, loading / unloading, packaging and allied costs up to the point of delivery.
The Supplier must quote only one option for each item. Bids received with more than one options and rates may be rejected.
- 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
9. Packages
Package-1 – **Carpet/Qaleen making material**
 10. Type of contract
Supply agreement

11. Bid Security

A bid security of 2% of the total bid amount shall be submitted in shape of a demand draft / pay order / call deposit; favouring "IDEA". Bids received without Bid Security may be rejected. If the selected bidder refuses to sign the supplies contract, then IDEA reserves the right to forfeit the bid security. Once the contract has been awarded to successful bidder his/her bid security will be converted into performance guarantee.

12. Opening of tenders

December 15, 2022 at 11:00 am. at IDEA office "House # 02, Street # 01, near to Peshawar Zoo, Rahatabad, Peshawar" in the presence of suppliers or their representatives, who wish to witness the tender opening.

13. Evaluation Criteria

The bidders must fulfil the following basic eligibility criteria, bidders who do not fulfil the following basic criteria shall be reject. The contract shall be awarded to the lowest eligible bidder whose samples are according to the required specification. Bidders failing to provide evidence of following documents shall be considered non-responsive and disqualified from the competition.

- a. Bidders should be preferably registered entities with the Government (Company with SECP or Registrar with any other Government authority). (Please provide copy of registration)
- b. Bidder shall be registered with income tax and sales tax department and shall be on active tax payer list (ATL) of FBR, (please provide evidence of ATL, sales & income tax registration along with bid).
- c. Bidder shall supply the goods to the designated rural areas
- d. Have active bank account in the name of their business or owner (please provide evidence)
- e. Possess former experience in the supply of listed commodities in bulk (please provide list of at least three organizations where you supplied similar goods in bulk)

14. Cancellation of the tender procedure

Tender evaluation committee reserves the right to cancel the bidding process/reject any or all offers without assigning any reason prior to the award of contract/agreement.

15. Appeals Process

Bidders reserve the right to make an appeal against the decision of the tender committee. The appeals should be in writing and for the attention of the Head of Program of IDEA. This written appeal should be filed within 10 days of the award of the contract.

16. 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.

PURCHASING TERMS AND CONDITIONS

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 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 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 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, 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 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) 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) 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.

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 net **10 days** from receipt of a correctly prepared invoice, goods received notes issued by the delivery locations & delivery challans.

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 labour 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: Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses 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.
- 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.

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.

PRICE SCHEDULE

Please quote your price for one package (Unit price in Pak Rs. inclusive of all taxes, packing, loading/unloading and Transportation to Turkaman Afghan refugee camp Nowshera on this form along with your sign and stamp on each page or in the same manner on your letter head. All supplies are to be delivered at Turkaman Afghan refugee camp Nowshera.

Package Name	Package Items	Specification Required	Items per package	# of Packages	Price
Carpet/Qaleen making material	Frame	Width 10.8 feet and length 8.11 feet	1	140	
	Frame plate	Steel good quality	1	140	
	Kangi (comb)	For qaleen	1	140	
	Range	Pipe range normal size	1	140	
	Knife	For qaleen	2	280	
	Wool daaga	15 kg	1	140	

Signature & Stamp of Bidder: _____ Date: _____

Name of Bidder: _____

Contact Number of Bidder: _____

Office Address of Bidder: _____

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#...].
- 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.
- 9 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.
- 10 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 11 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.
- 12 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
- 13 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
- 14 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
- 15 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
- 16 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: