



## **Invitation of Proposals**

FOR

**PRE-QUALIFICATION/REGISTRATION DOCUMENTS FOR SUPPLIERS FOR  
SUPPLY /PROVISION OF GOODS AND SERVICES FOR THE FINANCIAL YEAR  
“2017-2018”**

CLOSING DATE: 9<sup>th</sup> August 2017  
CLOSING TIME: 10:00 AM  
Opening Time: 12:30AM



## PRE-QUALIFICATION NOTICE

Reference#: **RDF/HO-HYD/PREQ-01/30-July-2017.**

Research and Development Foundation (RDF) is a PCP certified, non-government and not for profit organization. The organization is working in different districts of Sindh with support of INGO's, government agencies, and corporate companies for integrated community development. In order to comply with procurement rules and regulations and organizational policy, RDF intends to pre-qualify suppliers for different categories mentioned below for the next financial year 2017-2018. The committee invites sealed applications from eligible and interested candidates/suppliers/Firms/Vendors/Companies/Consultants for the purpose of pre-qualification of suppliers under different categories.

Ref#/ Numbers	Categories	Descriptions
RDF/REG/1-36	Pre-qualification of vendors for different categories of Goods, Supplies, Works and Services	Details in Prequalification Doc: 4

Pre-qualification documents are available at RDF Head Office House# A-50, Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad from 30-July-2017 to 8th-August-2017 in office timing from 09:00 am to 05:00pm from Monday to Friday. The Prequalification Document may also be downloaded from our website [www.rdfoundation.org.pk](http://www.rdfoundation.org.pk) or can be obtained by sending email with the subject "request for tender registration documents" to [Logistics@rdfoundation.org.pk](mailto:Logistics@rdfoundation.org.pk).

Complete tender documents in plain sealed envelopes clearly labeled "PRE-QUALIFICATION OF SUPPLIERS FOR GOODS, SUPPLIES, WORKS AND SERVICES (INSERT ITEM NUMBER) - DO NOT OPEN BEFORE Wednesday date: 9th-August-2017 at **12.30 PM** should be posted through registered courier only to:

**Research and Development Foundation- RDF House # A.50, Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad, Sindh, Pakistan.**

RDF has the right to invite Open Tenders for goods, works or services in different categories as and when required. RDF reserves the right to authenticate any information provided in response here to, without notice to the participant by visiting the applicants premise. This pre-qualification does not amount to any contractual obligation on the part of RDF and RDF is not obliged to invite tenders or quotations from any or all candidates that have expressed their interest by responding to this invitation. Tenders submitted later than the indicated closing date and time shall automatically be disqualified. Tender opening will take place immediately thereafter on the same date.



**Doc 2: Letter for Invitation to Pre-Qualification of Suppliers**

<30 July 2017>

Tender ref: RDF/HO-HYD/PREQ-01/30-July-2017.

Dear Sir/Madam,

**SUBJECT: INVITATION FOR SUBMISSION OF PROPOSALS FOR PRE-QUALIFICATION TO PROVIDE SUPPLY, WORKS AND SERVICES OF DIFFERENT CATEGORIES.**

Further to your enquiry regarding publication of the above-mentioned Invitation to Tender, please find enclosed the following documents, which constitute the tender dossier:

- A. Instructions to Pre-qualification Tenderers (See Doc 3)**
- B. List of Services for Pre-qualification (See Doc 4)**
- C. Registration Of Suppliers Application Form (See Doc 5)**
- D. Annexes for Supplier Qualification (See Doc 6)**
- E. List of Current Clients / Tenderer's Relevant Experience (See Doc 7)**
- F. RDF Terms and Conditions (See Doc 8)**
- G. Tenderers Declaration (See Doc 9)**

We look forward to receive your Pre-qualification documents on or before August 9, 2017 at **10:00 AM** at the address specified in the tender dossier.

Your Pre-qualification proposal must include the following documentation so please use the list below as a 'Checklist' before submitting your Pre-qualification to RDF.

- 1. Technical Proposal (Company Profile)**
- 2. Bank Statement for last 2 years**
- 3. Relevant Experience Certificates / Documents**
- 4. Company Certificate of Registration (PEC, NTN, SRB, GST)**
- 5. Completed 'Tenderers Relevant Experience Form with contract & Work Orders'**
- 6. List of Services applying for prequalification.**

The Pre-qualification documents must be submitted in sealed envelopes, marked as "Prequalification Proposal" not to be opened before < **August 9, 2017 at 12:30 PM**>" and should bear the tender reference specified above on the outside of the envelope for identification purposes.

Yours sincerely,

**(Manager Procurement & Logistics)**



## **Doc:3 PRE-QUALIFICATION INSTRUCTIONS**

### **1.1 INTRODUCTION**

Research and Development Foundation is a non-government and nonprofit organization established under the Societies Act 1860 of Pakistan. The organization is working with INGO's, government agencies, and corporate companies for integrated community development. The organization is currently working in different districts of Sindh including, Hyderabad, Thatta, Sanghar, Badin, Tharparkar implementing a variety of projects. In order to comply with procurement rules and regulations and organizational policy, RDF intends to pre-qualify suppliers for the supply of goods, services and works for the next financial year 2017-2018. The committee invites sealed applications from eligible candidates for purposes of pre-qualifying suppliers for goods, works and services under different categories;

Research and Development Foundation would like to invite interested candidates who must qualify by meeting the set criteria as provided to perform the contract of supply and delivery or provision of goods and services to the NGO and its affiliate social enterprises.

### **1.2 Pre-qualification Objective**

The main objective is to supply and deliver assorted items, and also to provide services under relevant tenders/quotations to RDF as and when required during the period from July 2017 to June 2018.

### **1.3 Invitation of Pre-qualification**

Suppliers having registration certificates of (NTN, SRB, GST) under the Laws of Pakistan in respective merchandise or services are invited to submit their PRE-QUALIFICATION document to the Manger Administration and Logistics – Research and Development Foundation so that they may be pre-qualified for submission of quotations and tenders.

Bids will be submitted in complete lots singly or in combination. The prospective suppliers are required to supply mandatory information for prequalification.

### **1.4 Experience Prospective**

Suppliers and contractors must have carried out successful supply and delivery of similar items/services to both Government and Non-Government institutions of similar size and complexity. Potential suppliers/contractors must demonstrate the willingness and commitment to meet the pre-qualification criteria.



## **1.5 Pre-Qualification Document**

This document includes questionnaire forms, and documents required of prospective suppliers. In order to be considered for pre-qualification, prospective suppliers must submit all the information herein requested.

## **1.6 Distribution of Pre-qualification Documents**

Completed pre-qualification data and other requested information shall be submitted to reach

**The Manager – Administration and Logistics – Research and Development Foundation (RDF), Office H# A-50, Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad, Sindh, Pakistan, not later than Wednesday, 9th-August-2017 at 10:00 AM.**

## **2. BRIEF CONTRACT REGULATIONS/GUIDELINES**

**2.1** Taxes on Imported Materials; The supplier will have to pay custom duty and VAT as applicable of all imported materials to be supplied unless the item(s) is /are donor funded.

**2.2** All local purchases shall be on credit of a minimum of thirty (30) days or as may be stipulated in the Contract Agreement.

**2.3** The contract shall be of unit price type or cumulative of computed unit price and quantities required. Quantities may increase or decrease as determined by demand on the authority of the client's or Tender Committee. Prices quoted should be inclusive of all delivery charges and taxes.

## **3 Qualification**

**3.1** It is understood and agreed that the pre-qualification data on prospective bidders is to be used by The Contracting Authority in determining, according to its sole judgment and discretion, the qualifications of prospective bidders to perform in respect to the Tender Category as described by the client.

**3.2** Prospective bidders will not be considered qualified unless in the judgment of Contracting Authority of Kenya they possess capability, experience, qualified personnel available and suitability of equipment and net current assets or working capital sufficient to satisfactorily execute the contract for goods/services.

**3.3** The pre-qualified application forms which are not filled out completely and submitted in the prescribed manner will not be considered. All the documents that are part of the proposal must be written in English.



### **3.4 Essential Criteria for Pre-qualification**

(a) Experience: Prospective bidders shall have at least 2 years' experience in the supply of goods, services and allied items in case of potential supplier/contractor should show competence, willingness and capacity to service the contract.

(b) Prospective suppliers require special experience and capability to organize supply and delivery of items, or services at short notice.

### **4. Personnel**

The names and pertinent information and CV of the key personnel of individual of group to execute the contract must be indicated.

### **5. Financial Condition**

The supplier's financial condition will be determined by latest financial statement submitted with the pre-qualification documents as well as letters of reference from their bankers regarding suppliers/contractors credit position. Potential suppliers/contractors will be pre-qualified on the satisfactory information given.

Special consideration will be given to the financial resources available as working capital, taking into account the amount of uncompleted orders on contract and now in progress. Data to be filled/provided on Form 3D. However, potential bidders should provide evidence of financial capability to execute the contract.

### **6. Past Performance**

Past performance will be given due consideration in pre-qualifying bidders. Letter of reference from past customers should be included in Form 3F

### **7. Statement**

Application must include a sworn statement form 3H by the Tenderer ensuring the accuracy of the information given.

### **8. Withdrawal Prequalification**

Should a condition arise between the time the firm is pre-qualified to bid and the bid opening date which in the opinion of the Authority could substantially change the performance and qualification of the bidder or his ability to perform such as but not limited to bankruptcy, change in ownership or new commitments. The Authority reserves the right to reject the tender from such bidder even though it was initially pre-qualified.

9. The firm must have a fixed Business premises and must be registered in Pakistan, with certificate of Registration, Incorporation/Memorandum and Article of Association, copies of which must be attached.

10. The firm must show proof that it has paid all its statutory obligations and have current Tax Compliance Certificate



**Doc: 4 Lists of Service and Supplies for Pre-qualification**

Item Reg: Ref#	PARTICULAR DESCRIPTION
<b>CATEGORY A- Supply REGISTRATION: OPEN TO ALL ELIGIBLE FIRMS</b>	
RDF/REG/1/17-19	Supply and Installation of Hand pumps
RDF/REG/2/17-19	Supply and Delivery of Medical drugs and dressings
RDF/REG/3/17-19	Supply and Delivery of Farm inputs and animal feeds
RDF/REG/4/17-19	Supply and Delivery of Motor vehicle spare parts, tyres, tubes and batteries
RDF/REG/5/17-19	Supply of Agriculture related items such as Fertilizers, Seeds, Sprays and Chemical and Other Agriculture equipments
RDF/REG/6/17-19	Supply and delivery of wooden furniture
RDF/REG/7/17-19	Supply and Installation of Agriculture Drip Systems
RDF/REG/8/17-19	Supply and Delivery of Poultry and allied products
RDF/REG/9/17-19	Supply and Delivery of Fuel, Oil and Lubricants
RDF/REG/10/17-19	Supply, Delivery, Installation and servicing of Fire Fighting Equipment
RDF/REG/11/17-19	Supply and delivery of Veterinary drugs, Vaccines and Veterinary Equipment
RDF/REG/12/17-19	Supply, Service and delivery of building construction materials.
RDF/REG/13/17-19	Supply and services for installation of solar pumps
RDF/REG/14/17-19	Supply and Services of hardware, plumbing materials and paints
RDF/REG/15/17-19	Provision of Repair and maintenance of Motor vehicles
RDF/REG/16/17-19	Provision of repair and servicing of Photocopiers ,printers and other IT related Equipment
RDF/REG/17/17-19	Provision of Services for Laboratory / Water, Soil Testing.
RDF/REG/18/17-19	Provision of Hotel, Accommodation and Conference facilities
RDF/REG/19/17-19	Provision of Air Travel Agency services
RDF/REG/20/17-19	Provision of consultancy services for customer satisfaction, staff competency and work environment surveys
RDF/REG/21/17-19	Supply and Delivery of Computer, Laptops, UPS, Projectors and other IT related Machines
RDF/REG/22/17-19	Supply and delivery of kitchen ware, cutlery and crockery
RDF/REG/23/17-19	Supply and delivery of Printing Material and promotional materials (T-shirts,caps,banners, Books and posters)
RDF/REG/24/17-19	Supply and delivery of stationery materials.
RDF/REG/25/17-19	Provision of Printing services
RDF/REG/26/17-19	Provision of event management services e.g Catering, Tents, Chairs and Public Address system
RDF/REG/27/17-19	Supply and Delivery of Office Furniture, Fittings and Office Equipment
RDF/REG/28/17-19	Supply and Delivery of Laboratory Equipment, glassware and apparatus, Scientific items, Teaching Chemical and Laboratory Reagents.
RDF/REG/29/17-19	Supply and Delivery of Uniforms, protective gear, Curtains and



	Liners
RDF/REG/30/17-19	Supply and Delivery of Medical Equipment and Reagents
RDF/REG/31/17-19	Supply and installation of computer software
RDF/REG/32/17-19	Supply and installation of data cabling, networking and equipment
RDF/REG/33/17-19	Supply and Delivery of library books, journals and periodicals
RDF/REG/34/17-19	Services of Insurance i.e General Insurance, Motor Vehicle Insurance, Marine Insurance, health Insurance





**Doc: 5 REGISTRATION OF SUPPLIERS APPLICATION FORM**

(May also be submitted in different format with below mentioned necessary detail on company letter along with sign and stamp)

I/We.....hereby apply for registration as  
Supplier (s) (Name of Company/Firm)

Of.....  
(Item Description)

.....  
(Category No.) OR *attached the list in case applying for more than one or two different categories*

Post Office Address

.....  
.....  
.....

Telephone No.

.....

Full Name of Applicant

.....

Designation.....

Location.....

Sign & Stamp.....

**Organization & Business Information Management**

Personnel.....



President (chief Executive)

.....

Secretary.....

General Manager

.....

Treasurer.....

Other.....

**Partnership (if applicable) Names of Partners**

Business founded or incorporated

.....

Under present management since

.....

Net worth equivalent

.....

Bank reference and Address

.....

.....

Bonding company reference

and address.....

Enclosed copy of organization chart of the firm indicating the main filed of activities and organ gram employees of different positions / responsibilities *(also mention the details including owner of Business, nominated persons in his absence (Must be declared on stamp paper),*

.....

Indicate terms of trade/sale



.....  
Having studied the pre-qualification information for the above project we/I hereby state

- a) The information furnished in our application is accurate to the best of our knowledge.
  
- b) That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation document to follow.
  
- c) We enclose all the required documents and information required for the prequalification evaluation.

Date.....

Applicant's Name.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal)



**Doc 6: Annexes Supplier qualification**  
**Page 1/3**

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	
Shipping department contact person	
Range of services provided by the company (company portfolio)	
Remarks	

**Note:** RDF carries out projects in the field of humanitarian aid and development cooperation which are also 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).



## **RDF 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 labor;
- Principle 5: the effective abolition of child labor; 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**  
**Page 3/3**

**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, Page 1/2

Publication ref: \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate in the evaluation of the above-mentioned [tender procedure][call for proposals]. 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.

If such a risk exists, the person in question shall refrain from such action. He or she shall refer the matter to the authorizing officer by delegation and inform his or her hierarchical superior. The authorizing 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 authorizing 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 familiarized 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, Page 2/2**

I undertake neither to disclose such information to any person who is not already authorized 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)





Requirements for Pre-qualification		Maximum Points
<b>Expertise of the Candidate submitting proposal</b>		
1	Economic and financial capacity	4
2	Technical capacity	3
3	Extent to which any service would be sub-contracted	4
4	Availability of quality assurance procedures and quality accreditations	4
5	Organisation's specialised knowledge and experience in the field of assignment and selected region	3
6	Overall relevant academic qualifications	3
7	Overall relevant experience in the field of assignment	3
8	Experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.	3
9	Proficiency in English	3
10	CSR related policies – e.g. HR policy, health and safety policy, energy policy, climate policy, Global Compact membership etc.	5
11	CSR related standards/certifications-e.g. ISO26000/50001/140000 or SA80000 certification	5
<b>Sub-total Score</b>		<b>40</b>
1	To what degree does the proposal show understanding of the task?	8
2	Have the Terms of Reference been addressed in sufficient detail?	8
3	Is the conceptual framework adopted appropriate for the task?	8
4	Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?	8
5	Is the work plan adequate in responding to the Terms of Reference	8
<b>Sub-total Organisation and Methodology</b>		<b>40</b>
1	Key Expert's relevant academic qualifications	-
2	Key Expert's relevant experience in the field of assignment	10
3	Key Expert's experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.	10
4	Key Expert's proficiency in English language	-
<b>Sub-total Key expert</b>		<b>20</b>
<b>Total Technical Score</b>		<b>100</b>

Technical evaluation	Maximum Points
NTN Registration No#	10
PEC Registration Certificate	10
Previous Experience	10
Economic Financial Capacity	5
Technical capacity	10
Audited Financial Statements	5
Quality Assurance	10
Delivery/ Completion Time Period for awarded contracts	5
Bid Security	5
Sample Assessment	30
<b>Total Technical Score</b>	<b>100</b>



<b>GENERAL INFORMATION</b>	
Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

<b>OTHER NECESSARY INFORMATION OF COMPANY</b>	
Year of establishment	
Number of full time employees	
Licensing authority	
Licence number (VAT no./TAX id)	
Countries with registered office:	
International quality assurance certification held by your company	
Local and national quality assurance certification held by your company	
International trade / professional organisations of which your company is a member	
Local trade / professional organisations of which your company is a member	
Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.	
Does your company live up to e.g. ISO 26000/50001/14000 standards or is SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	







## Document 8: Terms and Conditions

### SERVICES TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to RDF. 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 supply/service agreement, whichever is in place or both.

### 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 Vendor shall not seek nor accept instructions from any source external to RDF in relation to the performance of the contract.

**3) Assignment:** The Vendor shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

**4) Corruption:** The Vendor 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 Vendor agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contract/s.

**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 Vendor under the contract shall be the property of RDF and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

**5.1)** The Vendor may not communicate at any time to any other person, government or authority external to RDF, any information that has been compiled through association with RDF 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 Vendor shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Vendor in any way whatsoever use the name or emblem of RDF in connection with its business or otherwise.

**7) Observance of Law:** The Vendor 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 Vendor must inform the Buyer of the full particulars in writing. If the Vendor 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 Vendor 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 RDF and/or lack of funding. In such a case the Vendor shall be reimbursed by RDF for all reasonable costs incurred by the Vendor, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should the vendor 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) Complete Information:** The Vendor shall provide the Buyer with all information (complete bio data / Curriculum Vitae) of its employees and staff, which will be performing or providing assistance during the service agreement.

**12) Inspection and Test: 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..

**13) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification of vehicle, driver or any other related acts. If any such change affects the price of performance of service the Vendor and Buyer may negotiate an equitable adjustment to the contract, provided that the Vendor claims for adjustments in writing to the Buyer within 15 days from being notified of any change.

**14) Export License:** If an export license or licenses are required for the goods/ services, the Vendor has the responsibility to obtain that license or licenses.



**15) 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.

**16) Ethics:** The Code of Conduct to which RDF expects all of its Vendors to respect is as follows;

- Employment is freely chosen. (Labors, working staff hiring without any discriminations, conflict of interest)
- The rights of staff to freedom of association and to collective bargaining are respected. (Wages, salaries, labor charges will be paid according market rates.)
- 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 of Pakistan will be applicable.
- Social rights are respected

**16.1) Environmental Standards -** Vendors 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

**17) Rights of RDF:** Should the Vendor 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 services within the agreed delivery date(s), the buyer may, after giving reasonable notice to the Vendor, exercise one or more of the following rights:

- Procure all or part of the services from an alternate source, in which event the Buyer may hold the Vendor liable for additional costs incurred. (The vendor will bear all the cost for supplies and services no additional cost / hidden charges will be paid by the Contracting Authority).
- Refuse to accept all or part of the Services.
- Terminate the contract.

### **18) Penalties**

In the event of delay in delivery or low quality caused other than by force majeure RDF is entitled to make use of a penalty of 5/1000 per 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, RDF is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging RDF 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 RDF as soon as possible. Goods not meeting agreed quality can be rejected by RDF, but if RDF accept these goods, a deduction from the order sum and a penalty will be negotiated

**19) Rights of Access for Test Purposes:** RDF is contractually obliged to facilitate certain donor's direct access to Vendor for test purposes. This obligation is extended to all RDF Vendors.

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





## **Doc 9: Declaration**

In response to your letter of invitation to Pre-qualification for the above listed categories, we, the undersigned, hereby declare that:

- 1** We have examined and accept in full the content of the dossier for invitation to pre-qualify for different categories of Supply, Goods, Service and works. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2** We offer to deliver services, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
- 6** We will inform RDF 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 RDF is not bound to proceed with this invitation to tender and that they reserve 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, RDF 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 must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If we found to be involved in such practices our bid may be rejected and the companies in question permanently black listed.
- 14** We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
- 15** We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
- 16** 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



- 17 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
- 18 We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation
- 19 We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation
- 20 We adhere to respect the RDF Code of Conduct as per the points listed below;
  - Employment is freely chosen. (Labors, working staff hiring without any discriminations, conflict of interest)
  - The rights of staff to freedom of association and to collective bargaining are respected. (Wages, salaries, labor charges will be paid according market rates Forced labor will not be allowed.)
  - 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 of Pakistan will be applicable.
  - Social rights are respected

**20 (a) Environmental Standards**

Vendors 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

**Name and function:**

**Date:**

**Signature:**

Yours faithfully

Name and first name: <.....>

Title: <.....>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company: