



TENDER NOTICE

Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01

Research & Development Foundation (RDF), under its Climate Resilient Livelihoods Project Sanghar, invites sealed tenders from registered suppliers/vendors/contractors for supply of 228 goats of various breeds to the community members in project area in district Sanghar. Details are given in tender pack.

Terms and Conditions:

1. The tender documents can be collected from RDF office at House # A-50 Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad during office hours (9:00am to 5:00pm) not later than April 17, 2018. The tender pack can also be downloaded through website www.rdfoundation.org.pk.
2. Sealed tenders should reach RDF Office on or before (April 18, 2018 at 11:00 AM) and should be clearly marked "TENDER - Not to be opened before "(April 18, 2018 at 12:00 PM)". Tenders will be opened on (April 18, 2018 at 12:00 PM) in the presence of suppliers or their representatives, who wish to witness the tender opening.
3. A refundable **Pay order/ Demand draft** in favor of "Research & Development Foundation (RDF)" with a Value of 1% of the bid amount must also accompany the bid as Tender Guarantee.
4. The delivery address will be different villages of Field area Khipro, District Sanghar.
5. Other terms and conditions are described in tender pack.



Doc 2: Letter of Invitation to Tender
Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01

Dear Sir/Madam,

SUBJECT: INVITATION TO TENDER FOR SUPPLIES OF Goats

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

- A. General Condition of Tender (See Doc 3)**
- B. Declaration of Eligibility (See Doc 4)**
- C. Bid form Supplier (See Doc 5)**
- D. Price Schedule (See Doc 6)**
- E. Tender Documents Receipt (See Doc 7)**

We look forward to receiving your tender on or before **<April 18, 2018 at 11:00 AM >** at the address specified in the tender dossier.

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

- 1. Technical Specification**
- 2. Financial Offer**
- 3. Signed Tenderers Declaration**
- 4. Company Certificate of Registration (NTN, GST, SRB)**
- 5. Completed 'Tenderers Relevant Experience Form'**

Offers must be submitted in sealed envelopes, marked "not to be opened before **< April 18, 2018 at 12:00 PM >**" and should bear the tender reference specified above on the outside of the envelope for identification purposes.

Yours sincerely,

Asad Chandio
Procurement Officer
RDF (Research and Development Foundation)
022-2102702-3



Doc: 3. General Condition for Tender

| | |
|--|---|
| Location: Research & Development Foundation (RDF) Hyderabad Phone # 022-2102702-3 | Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01 |
| Project : "Strengthening Climate Resilient Livelihoods" | Date: 06 th April 2018 |

General Conditions for Tender

1. Scope: Research & Development Foundation (RDF) invites tenders for the supplies described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. (RDF) reserve the right to vary the quantity of supplies specified goats 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 Research & Development Foundation (RDF), 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:

- Certificate of Registration
- Valid Tax Registration
- Good track-record and references from previous clients
- Recognized bank account ((RDF) will make all payments through cross cheque or through bank transfers, and show financial soundness through bank statements.

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.
- Each bid shall be valid for the period of 90-days from its date of submission.
- Bids shall be made in writing calculated in PKR only and clearly stated on the appropriate forms.
- All prices must include all taxes, compulsory payments, levies and duties, including Sales Tax (if applicable).**
- The price schedule must include all information requested, including origin of materials.
- The applicant shall attach a detailed timetable for carrying out the works and propose ways and means to realize the works.
- (RDF) is not liable for any damage to the applicant person or property in the event that something should occur. (RDF) strongly recommends that all applicants take extra precaution when visiting/delivering supplies to a project site.

5. Scope of Works: The scope of assignment relates to provide the services for purchasing the goats for community persons from local market, and supply (as per specification), but is not limited to transport up till the site of delivery i.e. (District Sanghar).



6. Payments: Payment will be made upon satisfactory delivery and technical test report (if any) of the supplies to the location mentioned in tender notice / Invitation of Tender.

7. Performance Standards: The supplies 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 in supplying information.
- Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on **(RDF)**).
- 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, United States Government, and European Union.

9. Bid Delivery: All tenders will be delivered in standard format (Sealed Envelope).

10. (RDF) 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.

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 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 **(RDF)** staff or consultant.

13. Technical Evaluation: The offers will first be evaluated on technical merits. The technical evaluation assesses the capacity of the company on the basis of submitted technical documents.

14. Financial Evaluation: The financial evaluation subject to the Technical evaluation is based on the cost of assignment given in the tender.

15. Other Evaluations: After ranking companies according to financial and technical criteria, the



Tender Committee may take into account other criteria, including, but not limited to record of past performance, integrity, samples and community rapport, when assigning companies to the designated short list.

16. 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.

17. Acceptance of Successful Tender: Taking into consideration the recommendation of the Tender Committee, **(RDF)** will make the final choice of the awarded firm. **(RDF)** 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 documented as an “Annex” to the contract and will be determined by **(RDF)**.

Research & Development Foundation (RDF)
PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to (RDF). 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 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 (RDF) 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 (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 Supplier 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 Supplier shall not advertise nor make public the fact that it is not supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of (RDF) 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 (RDF) and/or lack of funding. In such a case the Supplier shall be reimbursed by (RDF) 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) 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: If an export license or licenses 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 15 working days from the receipt of goods and invoice.

17) Ethics: The nature of (RDF) operations necessitates that the Supplier must maintain ethical and moral standards including but not limited to, no 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. (RDF) is a signatory to and supporter of the KNH Supplier Code of Conduct policy, which the Supplier must comply with.

18) Rights of (RDF): 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. 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.

21) Jurisdiction Clause: 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.

22) **Waivers and Variations:**

22.1 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.

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



23. Service of Notices:

23.1 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.

23.2 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.

23.3 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 (RDF) Ethical Purchasing Policy (RDF) seeks to purchase goods and services which: Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons._____

This policy has been adapted from RDF Ethical Purchasing Policy which KNH supports.

Have the least negative impact on the environment. Regarding the required Code of Conduct for Suppliers, this is summarized 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. Wages paid are adequate to cover the cost of a reasonable living. Working hours are not excessive. No discrimination is practiced. No harsh or inhumane treatment of staff is allowed.



(Doc: 4) Declaration of Eligibility

Tenderer / Supplier:

I, the undersigned *(Name and address of representative)*

Representative
of

(Name and address of company)

Declare none of the following conditions is applicable to us;

- Are not registered companies.
- Are not 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 in supplying information.
- Are in situation of conflict of interest (with prior relationship to project or family or business relationship to parties on Research & Development Foundation (RDF)).
- Were declared as serious fault of implementation owing to a breach of their contractual obligations.
- Are on any list of sanctioned parties issued by the Pakistan Government, United Nations, United States Government and European Union.

In the presence of

Declared

(Name & Signature)

(Stamp)

(Name, address)

(Location, date)

(Doc: 5) Bid Form (Supplies)

Date: _____

Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01

To: _____ *[name and address of Purchaser]* _____

Gentlemen and/or Ladies:

Having examined the bidding documents including Tender Nos. _____ , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ *[description of goods and services]* in conformity with the said bidding documents for the sum of _____ *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods within _____ days of signing of the contract. In case of delay in delivery a penalty @ 0.5% of contract amount for each day can be imposed. In case of breach of contract (RDF) will have right to cancel the contract.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per the bidding Documents

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Dated this _____ Day of _____ 2018 _____.



(Doc: 6) PRICE SCHEDULE

Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01

Date:

Please mention your bid / quote 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 deliver at different location of field area Khipro, district Sanghar.

1. Supply of Goats

| S.no | Items | Breed/Local Name | Description | Unit | Estimated Quantity | Unit price inclusive of taxes, packing, loading/unloading, labeling and o be filled in PKR by the bidder (B) | Total price per item inclusive of all applicable taxes, packing, loading/unloading, labeling, Transportation C= A x B | Delivery Time in Days after PO / Purchase Contract |
|-----------------------------------|--------------|------------------|--|------|--------------------|--|--|--|
| 1 | Goats | Bari | Weight 10 to 12 KGs, Age 2 to 3 Years, Proper vaccination of goats in the presence of veterinary Dr. | NOs | 20 | | | |
| 2 | | Kamori | | NOs | 06 | | | |
| 3 | | Tharalei | | NOs | 90 | | | |
| 4 | | Tapari | | NOs | 108 | | | |
| Total Amount for 224 Goats | | | | | | | | |

Name of Bidder: _____

Date: _____

Sign & Stamp of Bidder: _____



(Doc: 6) PRICE SCHEDULE

Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01

Date: _____

Please mention your bid / quote 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 deliver at different location of field area Khipro, district Sanghar.

2. Supply of Billy Goats (Bakra)

| S.no | Items | Breed/Local Name | Description | Unit | Estimated Quantity | Unit price inclusive of taxes, packing, loading/ unloading, labeling and o be filled in PKR by the bidder (B) | Total price per item inclusive of all applicable taxes, packing, loading/ unloading, labeling, Transportation C= A x B | Delivery Time in Days after PO / Purchase Contract |
|--|----------------------------|------------------|--|------|--------------------|---|---|--|
| 1 | Billy Goats (Bakra) | Bara | Weight 10 to 12 KGs, Age 2 to 3 Years, Proper vaccination of Billy goats (Bakra) in the presence of veterinary Dr. | NOs | 04 | | | |
| Total Amount for 04 Billy Goats | | | | | | | | |

Note: At the time of supply, veterinary Dr will check the goats as per above specification.

Name of Bidder: _____

Date: _____

Sign & Stamp of Bidder: _____



Tender Document

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|---|---|
| Location: Research & development Foundation (RDF) House # A-50 Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad Contact# 022-2102702-3 | Tender Ref: RDF/KNH-CC-Sanghar/05/06-04-2018/01 |
| Project : “Strengthening Climate Resilient Livelihoods” | Date: 06 April, 2018 |

Tender Document Receipt

| | |
|----------------------------------|---------------|
| Tenderer / Supplier Name: | |
| Address: | |
| Contact Number: | Email: |

I hereby acknowledge receipt of one set of tender documentation for the above project.

1. Tender Notice
2. General Conditions for Tender
3. Declaration of Eligibility
4. Bid Form suppliers
5. Price Schedule of Supplies
6. RDF/KNH Participant Protection Policy
7. Tender Document Receipt

| | |
|----------------------------------|--|
| First Name and Last Name: | |
| Signature & Stamp: | |
| Date and Time: | |