



Advocacy, Research, Training & Services (ARTS) Foundation

Tender #ARTS/AWAS/Toolkits/01/2016

BIDDING DOCUMENTS

Supply of Sewing Kits

Augmenting Widow's Access to Decent Work through Vocational Skills (AWAS) Project

Details of the Bid

Date of commencement of bidding document	26-08-2016
Last date, Time and Address for receipt of bidding document	19-09-2016 by 2:00pm(PST), Advocacy, Research, Training and Services (ARTS) Foundation, Bungalow # 12, Unit # 3, Block D – 15, Satellite Town, Mirpurkhas Phone: +92-233-863232
Date and Time of bid opening	19-09-2016 by 2:30pm(PST)
Place of opening of bids	Procurement Committee, Advocacy, Research, Training and Services (ARTS) Foundation, Bungalow # 12, Unit # 3, Block D – 15, Satellite Town, Mirpurkhas Phone: +92-233-863232
Address for communication	Same as above
Contact to bidders	Interested Bidders are requested to send their email to artsfoundation@yahoo.com containing following information, so that in case of any clarification, the same may be issued to them, Name of Company, Contact person, Mailing address, Telephone No. Fax No. Email address, Mobile No. Etc.

1. Introduction

Advocacy, Research, Training & Services Foundation is a not for profit and an indigenous civil society organization established on January 30, 2008 and registered on November 13, 2008 under Societies Act XXI of 1860 with the Registrar Joint Stock Companies and Societies, Government of Sindh, Pakistan.

ARTS Foundation aims to mainstream marginalized and most vulnerable segments of the society in development process through creating, strengthening and supporting local community groups, organizations and networks to influence policies through advocacy, lobbying, networking and training to protect and promote fundamental rights to empower women, girls, youth and children.

2. Background

Advocacy, Research, Training and Services (ARTS) Foundation under USAID Small Grants and Ambassador's Fund Program is initiating 'Augmenting Widow's Access to Decent Work through Vocational Skills (AWAS)' Project in Mirpurkhas city. The project will engage 200 widows to provide them vocational training in dress making/tailoring along sewing kit for continued work to earn.

3. Procurement Items

ARTS Foundation is in process of procuring of below mentioned toolkits from the Original Manufacturer / Authorized Dealers / Resellers / Traders / General Order Supplier on the specifications as per given below Schedule of Requirements;

Schedule of Requirements – ANNEX – I

Sr #	Item	Quantity in each Kit	Total Kits	Unit Price	Total Price including all applicable Taxes
1	Brown Paper	10	200		
2	Buckram (Meter)	05			
3	Cloth (Meter) – Cotton 10, Reshmi 5, Woolen 5 and Wash & Wear 5)	25			
4	Glass Button (Packet)	01			
5	Hangers (Dozen)	01			
6	Measuring Tape	01			
7	Iron (National)	01			
8	Machine Needles (Box)	01			
9	Machine Oil (Liter)	01			
10	Mix Color Thread (Packets)	05			
11	Needles of Different Sizes (Packet)	01			
12	Plier	01			
13	Scale + Chapti (Set)	01			
14	Scissor	01			
15	Sewing Machine	01			
16	Star Set	01			
17	Tailoring Chalk (Packet)	01			
18	Thread Cutter	01			
19	Tich Buttons (Dozen Packet)	01			
20	Work Table 4x6x2 (Wooden)	01			
21	Tool Bag with ARTS Foundation Logo	01			
TOTAL					

4. Submission of Bid

- 4.1. Bid of the offered items should be submitted in the single sealed envelope.
- 4.2. Prices should be inclusive of all applicable Taxes, Freight and Transit Insurance and must be mentioned clearly.
- 4.3. Prices shall include Transportation/Freight and Transit Insurance charges, Loading/Unloading till the destination which is Mirpurkhas, Sindh.
- 4.4. The bidders should take care in submitting the bid and ensure that enclosed papers are not found loose and should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Last Date of Submission is Monday September 19, 2016 till 2:00PM local time.

- 4.5. The bids to this tender must be submitted no later than Tuesday September 13, 2016 till 2:00pm local time on given address. Electronic proposals will not be entertained. Any proposals delivered after due date and time will be considered non-responsive and disqualified from further consideration.
- 4.6. The Bids should be addressed to:
(Bids for Tender # ARTS/AWAS/Toolkits/01/2016)
 Advocacy, Research, Training and Services (ARTS) Foundation
 Bungalow # 12, Unit # 3, Block D-15, Satellite Town, Mirpurkhas
 Phone: +92 233 863232
- 4.7. Offer your best prices as there will be NO price negotiation after opening of the bids.

4.8. The purchaser reserves the right for conducting pre-shipment inspection by its own personnel or reputed third parties. The selected bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule.

4.9. The offer should remain valid for a period of 8 months from the closing date of the Commercial Bid. Any offer falling short of the validity period is liable for rejection. However the vendor should pass on the benefit to the purchaser if there is any price reduction in the meantime. If a bidder extend bid validity period then will also extend the bid security period.

4.10. **Alternative option**, if there is any alternate option then it mentioned separately in bid. Alternative options benefits should be clearly mentioned.

4.11. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder.

4.12. Selected bidder must undertake to provide the purchaser, the consignment note number(s) by which the items ordered had been dispatched from their site, so as to have online / web access to the tracking system of physical movement of the consignments sent through courier.

4.13. The vendor may withdraw its offer after its submission, provided that written notice of withdrawal is received by the purchaser prior to the closing date and time prescribed for submission of tender documents. No offer can be withdrawn by the vendor subsequent to the closing date and time for submission of offers.

5. Eligibility of the Bidder

Registered Manufacturer / Authorized Dealer / Distributor / Reseller / Traders / General Order Supplier having own NTN and GST No. having good previous experience in the supply of such equipment are eligible to participate in this tender.

6. Deliverables

Toolkits as per details given in section 3

7. Terms of Bid

7.1. Bid Security

All bidders shall furnish Security Deposit equivalent to 5% (Five) of the Cost of Deliverables in the form of Call Deposit/Pay Order/Demand Draft in favor of ARTS Foundation. Cheque of any kind will not be accepted in any case. After selection of successful bidder, ARTS Foundation will return/release the bid security to the unsuccessful bidders.

8. Submission of Bid and required Documents

8.1. The Bid should comply with the technical specification required of the items as specified section 3. The offer should be complete in all respects and contain all information asked for, with prices the Technical specification must be organized neatly and securely in the following manner;

8.1.1. **Covering letter as per Annex A on the company letter head duly signed and stamped.**

8.1.2. **Financial proposal with complete technical details with terms and conditions on company original letter head duly signed and stamped.**

8.1.3. **Copy of NTN and GST certificate must be attached.**

8.1.4. **Others, if any.**

8.2. If the Bid is not submitted in the prescribed formats or any of the item in the as mentioned above, the Bid is liable for outright rejection.

8.3. Once the bid is submitted in sealed cover by the bidder, the purchaser will not accept any addition / alterations / deletions of the Bid. However, the purchaser reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder will need to submit the documentary evidence(s) as required by the purchaser.

8.4. Any Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes.

9. Evaluation Criteria for Bid

9.1. The Purchaser will scrutinize the offers to determine whether it is complete, whether errors have been made in the offer, whether required technical documentation has been furnished and whether the documents have been properly signed. Offers with incorrect information or not supported by documentary evidence, wherever called for, would be summarily rejected. However, the purchaser, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. The Purchaser reserves the right for such waivers and this shall be binding on all vendors.

9.2. Evaluation criteria will be given specifications, quality, price and delivery time respectively of the items. Deviation from specifications stipulated may make the offer liable for rejection.

9.3. For proper scrutiny, evaluation and comparison of offers, the purchaser may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

10. Fees and payment Schedule

10.1. No advance will be allowed as per organization policy.

10.2. Payment will be made weeks after the complete and satisfactory delivery/acceptance of the material to the designated delivery site/destination within 1-2 weeks through cross cheque.

10.3. Withholding Tax and GST will be deducted from all the invoices as per prescribed law of Govt. of Pakistan. Tax challan will be provided within 2-2 weeks of the payment. In case of any tax exemption, valid certificate must be attached.

11. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by ARTS Foundation. However, Payment of the Bills would be payable on receipt of advice/confirmation for satisfactory delivery from Project Coordinator, AWAS Project.

Following Documents are to be submitted for Payment;

1. **GST Invoice**
2. **Bill**
3. **Duly acknowledged Delivery Challan**
4. **Goods Received Note (GRN) issued by ARTS Foundation (if applicable)**

12. Delivery Schedule

12.1. The selected Bidder must undertake to deliver the items ordered, to ARTS Skill Development Center, Mirpurkhas, Sindh within the time offered in the bids from the date of the Purchase Order. However, Delivery Schedule may be changed under special circumstances at the discretion of the Purchaser.

12.2. The purchaser reserves right to shift the ordered items to any location where it has presence, anywhere in Pakistan, either during the warranty.

13. Warranty & Maintenance

13.1. The Vendor shall be fully responsible for the defected items and will be responsible to replace at his own cost within in 3-4 working days.

13.2. Standard Warranty for the equipment (if any) as mentioned in the section 3.

14. Packing & Storage

Each package would contain the Month and Year of Manufacture, Manufacturer's Serial Number and Bar Code Printing of Manufacturing Details as per National / International Industry Standard. A packing list should be prepared for each item which inter alia includes;

- i. Model Number, Batch Number & Serial Number
- ii. List of accessories
- iii. Operating instructions leaflet in English or in Urdu
- iv. Warrantee Card, its manual and service center/authorized service center details

15. Penalty for Downtime

In case of delay in the supply of material against the terms indicated in the purchase order, the Vendor will have to pay a fine of 0.5 % (Half) percent of the balance quantity for each day of delay. If shipment is delayed for more than 7 days the Purchaser has the right to unilaterally cancel the contract and his bid security will be forfeited.

16. Penalty on Liquidated Damages for Delayed Supply

In case the delivery is delayed beyond the stipulated date of delivery, 'liquidated damage for late delivery @ one half of one percent (0.5%) of the order value for each day of delay or part thereof would be imposed, subject to maximum of 10% if the delay is for 10 days or more. The penalty for late delivery will be deducted from the bill amount.

17. Bid Currency

All prices shall be expressed in Pakistani Rupees only.

18. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bids & samples and ARTS Foundation will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

19. Bidding Document

The bidder is expected to examine all instructions, forms, Terms and Conditions and specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

20. Deadline for Submission of Bids

Bids must be received by the Purchaser at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. In the event of the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on next working day.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

21. Confidentiality Statement

All data and information received from ARTS Foundation for the purpose of this assignment is to be treated confidentially and is to be used ONLY in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to ARTS Foundation. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of ARTS Foundation.

ARTS Foundation may then disclose the draft, final report and/or any related information to any person and for any purpose they may deem appropriate.

22. General Terms & Conditions

22.1. The Purchaser does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.

22.2. ARTS Foundation has the right to increase or decrease the quantity of any items at the time of final order placing.

22.3. ARTS Foundation has the right to split the order in two or more suppliers depending upon the items being shortlisted.

22.4. The ARTS Foundation reserves the right to resort to re-tendering without providing any reason whatsoever. The ARTS Foundation shall not incur any liability on account of such rejection.

24.5. The ARTS Foundation reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised Bids from the bidders due to such changes, if any.

25.6. Canvassing of any kind will be a disqualification and the ARTS Foundation may decide to cancel the bidder from its empanelment.

23. Rejection of the Bid

The Bid is liable to be rejected if;

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- If the bid is submitted without the bid security deposit in required shape of instrument.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this tender document are liable for rejection by the ARTS Foundation.

24. Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

- No bid will be modified after the deadline for submission of bids.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

25. Bid Opening and Evaluation

- The Purchaser will open the bids, in the presence of Bidder's representative(s) who choose/authorized to attend, at the time and date mentioned in Bid document at the address mentioned at bidding details.
- The bidder's representatives who are present shall sign the sheet evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Purchaser, the bids shall be opened at the appointed time and place on next working days.
- Bidders satisfying the technical requirements as determined by the Purchaser and accepting the Terms and Conditions of this document shall be short-listed.
- Decision of the Purchaser in this regard shall be final and binding on the bidders.
- The contract will be awarded only to the successful responsive bidder.
- ARTS Foundation reserves the right to negotiate with Second, third bidder etc. if successful bidder is not able to supply the deliverables and his bid security will be forfeited.

26. Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for clarification. The response shall be in writing and no change in the substance or price of the bid shall be sought, offered or permitted.

27. Purchaser's Right to Accept or Reject any Bid or all Bids

The Purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Purchaser's action.

28. Governing Laws and Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Pakistani Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award.

29. Placement of Order and Acceptance

The vendor shall give acceptance of the order placed on it within 3 working days from the date of order, failing which, the Purchaser shall have right to cancel the order.

30. Authorized Signatory

The bidder should indicate the authorized officials from their organization who can discuss, correspond, sign agreements / contracts, raise invoice and accept payments and also to correspond. The bidders should furnish proof of signature of the authorized personnel for above purposes as required by the ARTS Foundation.

BID FORM – ANNEX – II

Letter of Intention

Bid Ref No

Date of Opening of Bids

Name of the Contract: {Supply of Sewing Kits for Augmenting Widow's Access to Decent Work through Vocational Skills (AWAS) Project of ARTS Foundation}

To: [*Name and Address of Procuring Agency*]

Dear Sir/Madam,

We, the undersigned, offer to supply and deliver the goods under the above-named contract in full conformity which the said building documents and at the Rates / Unit prices described in the price schedule or such others sums as may be determined in accordance with the terms and condition of the contract. The above amounts are in accordance with the price schedule attached herewith are made part of this bid.

We undertake, if our bid is accepted to deliver the goods accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security, in the amount, and within the timed specified in the bidding documents.

We agree to abide by this bid, for the bid validity period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by at any time before the expiration of that period.

Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid 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 undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in Pakistan.

Day, Date, Month & Year

Signed

In the capacity of [insert: title of position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

BID FORM – 2 ANNEX – III

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) We have read the contents of the bidding documents and have fully understood it;
- 2) The bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents;
- 3) The goods that we propose to supply under this contract are eligible goods within the meaning of clause 18 of the ITB.
- 4) The undersigned are also eligible bidders within meaning of clause 19 of the ITB.
- 5) The undersigned are solvent and competent to undertake the subject contract under the law of Pakistan;
- 6) The undersigned have not paid nor have agreed to pay, any commissions or gratuities to any official or agent related to this bid or award or contract;
- 7) The undersigned are not blacklisted or facing debarment from any government, or its organization or project.

We affirm that the contents of this affidavit are correct are to the best of our knowledge and belief.

Day, Date, Month & Year

Signed & Stamped

BID FORM – 3 ANNEX – IV

PRICE SCHEDULE

Name of the Firm:

Bid Ref. No:

Date of Opening of Bid,

S/No	Name of the Item	Unit Price (inclusive all applicable taxes)	No. of Units	Total Price	Discounts (if any)	Final Total Price (inclusive of taxes)
1	2	3	4	5	6	7
				3*4		5-6
	Total					

Note: The quoted price should include the delivery at ARTS Skill Development Center at Mirpurkhas

- a) FINAL TOTAL PRICE:-----
b) DISCOUNT 14:-----
c) FINAL QUOTED PRICE-----
(c=a-b)

Signature: -----

Designation: -----

Date: - -----

Official Stamp: -----

BID FORM 4 – ANNEX – V

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 2016 between Advocacy, Research, Training and Services (ARTS) Foundation (here in after referred to as the “Purchaser”) of the first Part: and M/S (firm Name) a firm registered under laws of Pakistan and having its registered office at (address of the firm) (hereinafter called the “Supplier”) of the second Part (herein after referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for procurement of goods, in pursuance whereof M/S (firm name) being the manufactured / authorized Supplier/ authorized agent of (item name) in Pakistan and ancillary services offered to supply the required item(s); and whereas , the Purchaser has accepted the bid of supplier;

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. The Contract: the following documents shall be deemed to form and be read and construed as integral part of this contract, viz:-

- a. The schedule of requirements. Annex – I
- b. The Bid Form. Annex – II
- c. The Bid Form 2. Annex – III
- d. The Bid Form 3. Annex IV
- e. The Bid Form 4. Annex V

2. Interpretation: in this contract word and expression shall have the same meaning as are respectively assigned to them in the General Condition of this contract hereinafter referred to as “Contract”:

3. The Term of Contract: This Contract shall be remain till delivery of supplies and the period for defect liability warranty.

4. The Supplier declares as under:

- I. [Name of Supplier] hereby declares that is has not obtained or induced the procurement of any contract , right , interest, privilege or other obligation or benefit form Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.
- II. Without limiting the generality of the forgoing, [the seller/ Supplier] represent and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as

consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan, expect that which has been expressly declared pursuant hereto.

- III. [The supplier] certifies that has made and shall make full disclosure of all agreement and arrangements with all persons in respect of all related to the transaction with Government of Pakistan and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- IV. [The Supplier] accept full responsibility and strict liability for making any false declaration, not full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured a aforesaid shall, without prejudice to any other right and remedies available to procuring Agency under any law, Contract or other instrument, be void able at the option of procuring Agency.
- V. Notwithstanding any right and remedies exercised by procuring Agency in this regard, [The Supplier] agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Supplier] as aforesaid for the purpose of obtaining of including or benefit in whatsoever from Procuring Agency.
- VI. In case any dispute concerning the interpretation and / or application of this Contract shall be settled through arbitration. The SGAFP nominee shall act as sole arbitrator .The decisions taken and or / award made by the sole arbitrator shall be final and binding on the parties.

5. Item of the Supplies and Agree Unit Cost:

- i. The supplier shall provide to the purchaser the item on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex-IV)
- ii. Each item Supplied shall strictly Conform to the Schedule of Requirements (Annex -I).
- iii. The Unit Cost agreed in the Price Schedule (Annex-IV) is inclusive of all taxation and associated with transportation and other agreed incidental costs.

6. Payments: The Purchaser hereby covenants to pay the supplier in consideration of the provision of Goods and Services, as Specified in the Schedule of requirement in accordance with the price Schedule submitted by the Supplier, the amount against the delivered times such others sum as may become payable under the provisions of this Contract at the time of manner prescribed by this Contract.

7. Mode of the Payment: All Payments to the Supplier shall be made through Crossed Cheques issued in the name of [Supplier's Name]

8. Payment Schedule: All Payments to the Supplier shall be made in accordance with the agreed Payment Schedule upon satisfactory completion of delivery and fulfillment of documentary and formalities highlighted in the payment Schedule.

9. Penalties/Liquidated Damages:

- i) Wherein the Supplier fails to make delivery as per purchase order in within the stipulated time frame specified in the Schedule of requirement, the Contract to the extent of non-delivered portion of supplies shall stand Canceled.
- ii) After the Cancellation of the Contract no Supplies shall be accepted and amount of Performance Security to the extent of non-delivered portion of supplies shall be forfeited.
- iii) If the Supplier fails to the Supply the whole consignment and not able to deliver to any district, the entire amount of performance Security be forfeited to the Government amount and the firm shall be blacklisted minimum two years for future participation.
- iv) The exact time frame for making supplies with and without penalty shall be indicated in subsequent purchase orders.
- v) In case of late delivery of goods beyond the periods specified in the Schedule of requirements and subsequent purchase order, a penalty @ 0.5% per day of late delivered supply shall be imposed upon the supplier.

10. Notices: All notices and correspondences incidental to this Contract shall be in English language and shall be addressed to:

For the Purchaser:

[insert : name of office]

[insert: name of officer]

[insert : Postal address]

[insert: telephone number, indicate country and city code]

[insert: facsimile or cable number or email address]

For the Supplier:

IN WITNESS Whereof the parties hereto have caused this Contract to be executed at ----- (the place) and shall inter into force on day, month and years first above mentioned.

Signed/ Sealed: For the Purchaser.

Signature -----

Name -----

Designation -----