

Location: NIDA-Pakistan Head Office Township Besham Ph. 0996-400327	Bid №: NIDA-Pakistan 004/2018
Date: 04-01-2018	

General Conditions for Tender

- 1. Scope:** NIDA-Pakistan invites tenders for the supplies/ works described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. NIDA-Pakistan reserve the right to vary the quantity of work/materials/supplies specified in the Tender Documents without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.
- 2. Language:** As determined by NIDA-PAK, the working language of this tender is English. Other languages will not be accepted.
- 3. Qualifying and Conditions:** The main criteria for admission to the tender are as follows:

 - a) Certificate of Registration with Government Departments.
 - b) Previous working experience in the same services with various INGOs/NGOs/Institution proof of experience must be provided with documents.
 - c) Having NTN **OR** GST Registration, Copy of NTN & GST certificate must be attached where applicable.
 - d) Samples of commodity must be submitted by vendors.
- 4. Tender Basis:**

 - a) All Tender Documents must be completed in full, or the application will be disqualified.
 - b) **Bids must accompany bid security amount of 2% of the total price quoted in favor of NIDA-Pakistan.**
 - c) All bids shall be made in accordance with the Bidding Documents including technical specification, drawings, and/or activity schedule and the draft of the contract intended to sign with the successful applicant.
 - d) If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid. The additional request and conditions must not violate the conditions mentioned the tender notice.
 - e) Each applicant should take one bid only.
 - f) Each bid shall be valid for the period of **ninety (90) days** from its date of submission.
 - g) Bids shall be made in writing calculated in PKR only and clearly stated on the appropriate forms.
 - h) All prices must inclusive of delivery charges, all taxes (compulsory payments, levies and duties, including Income Tax and Sales Tax.
 - i) Applicants from tax exempted areas must provide valid tax exemption certificate issued by FBR or District Officer Revenue
 - j) The price schedule must include all information requested, including origin of materials.
 - k) NIDA-Pakistan is not liable for any damage to the applicant person or property in the event that something should occur. NIDA-Pakistan strongly recommends that all applicants take extra precaution when visiting/delivering supplies to NIDA-Pakistan Office OR Project site of NIDA-Pakistan.
- 5. Scope of Works:** The scope of assignment relates to provide the service of supply of **Fodder Seeds**.
- 6. Payments:** Payment will be made upon satisfactory completion of agreed milestones i-e complete delivery of total Kits.
- 7. Performance Standards:** The works must be undertaken in accordance with all relevant rules, regulations and statutes currently enforced 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:

 - a) Are not registered companies.
 - b) Are bankrupt or in the process of going bankrupt.
 - c) Have been convicted for an offense concerning professional conduct.
 - d) Have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).

Bidding Documents

- e) Have not fulfilled obligations related to payment of taxes.
- f) Are guilty of serious misinterpretation in supplying information.
- g) Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on NIDA-Pakistan.
- h) Were declared at serious fault of implementation owing to a breach of their contractual obligations
- i) Are on any list of sanctioned parties issued by the Pakistan Government, United States Government, and European Union.

10. Bid Delivery: All Bids will be delivered in standard format to NIDA-Pakistan address through registered couriers or by post in sealed envelopes and by the date stated in Bidding Documents. Technical bids and financial bids must be sealed in separate envelopes and clearly marked as technical & financial bid. The bid security of 2% must be included in financial bid.

11. Bid Opening: The bids will be opened in the presence of the Procurement Committee and vendors representatives, at the address and on the date specified in the Bidding Documents. The applicant's name, the bid prices, the total amount of the bid, any discounts and such other information that the Procurement committee may consider appropriate will be announced.

12. Bid Evaluation: Procurement committee will check the Bids 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 Procurement committee may, at its discretion, request clarification from the NIDA-Pakistan staff OR consultant.

1. **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.
2. **Financial Evaluation:** The financial evaluation subject to the Technical evaluation is based on the cost of assignment given in the tender.
3. **Other Evaluations:** After ranking companies according to financial and technical criteria, the Procurement 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 Applicant.

13. Selection of Bidder: 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 procurement committee. Based on this the procurement committee will then make a recommendation.

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

15. Specific Terms & Conditions:

1. NIDA-Pakistan reserve the right to adopt the cherry pick process.
2. NIDA-Pakistan reserves the right to confiscate the Call Deposit/Pay Order in case the bidder withdraw his offer after being selected for the supply of items or fails to deliver items in time.
3. The suppliers must quote only one option for each item with its price and detailed specifications as per requirements given in the detailed Bidding documents.
4. It is under sole discretion of NIDA-Pakistan to award the tender based on the quality and price.
5. Tender committee reserves the right to alter the quantity, if required.
6. An agreement will be signed with successful bidder(s) for timely supply of appropriate quality items and method of payment. Failure to meet the conditions of the agreement will result in cancellation of the agreement at the risk and cost of the supplier.
7. In case the service/supplies are delayed, NIDA-Pakistan will impose a fine/penalty of 0.5 % / Day of the total amount of contract for each day of delay.
8. NIDA-Pakistan reserves the right to forfeit the Performance Guarantee in case of breach of the agreement.
9. Tender publication does not constitute any commitment on part of NIDA-Pakistan unless a written agreement is signed by both parties.
10. Tender committee reserves the right to cancel/reject any or all offers without assigning any reason.
11. Lowest price will not be the **sole criteria; quality, delivery time and previous experience** will also be considered.

12. Closing date for submission of sealed bids through registered courier OR post is 23rd February 2018. Bids will be opened on 26th February 2018 in the presence of vendors or their representatives. Bids Received after due date and bids submitted by hand shall not be accepted.

PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to NIDA-Pakistan. 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 contractor shall not seek nor accept instructions from any source external to NIDA-PAK in relation to the performance of the contract.
- 3) **Assignment:** The contractor 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/Contractor under the contract shall be the property of NIDA-PAK 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/Contractor may not communicate at any time to any other person, government or authority external to NIDA-PAK, any information that has been compiled through association with NIDA-PAKISTAN which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.
- 6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier/Contractor shall not advertise nor make public the fact that it is not supplying goods or services to the Buyer, nor shall the Supplier/Contractor in any way whatsoever use the name or emblem of NIDA-PAKISTAN in connection with its business or otherwise.
- 7) **Observance of Law:** The Supplier/Contractor 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/Contractor must inform the Buyer of the full particulars in writing. If the Supplier/Contractor 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/Contractor 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 BoD of NIDA-PAKISTAN and/or lack of funding. In such a case the Supplier/Contractor shall be reimbursed by NIDA-PAKISTAN for all reasonable costs incurred by the Supplier/Contractor, 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/Contractor 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/Contractor shall provide the Buyer with all manufacturers’ warranties. The supplier/Contractor 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:**

Bidding Documents

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) 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, 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.

14) Payment Terms:

Unless otherwise agreed, payment terms will be 10 working days from the receipt of goods and invoice.

15) Ethics:

The nature of NIDA-PAKISTAN 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.

16) Rights of NIDA-Pakistan:

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

17) 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.

18) 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.

19) 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.

20) Waivers and Variations:

20.1 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.

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

21) Service of Notices:

21.1 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.

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21.2 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.

21.3 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.

NIDA-Pakistan Ethical Purchasing Policy.

NIDA-PAKISTAN seeks to purchase goods and services which:

Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.

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.

Regular employment is provided.

No harsh or inhumane treatment of staff is allowed.

Fodder Seeds Specifications

Detail Specifications of Maize		
S No	Maize	Detail Specifications
6	Variety	<p>Non Hybrid variety.</p> <ol style="list-style-type: none"> 1) Local Variety Sarhad White 2) Local Variety Sarhad Yellow 3) Kashmir Gold <p>Suitable for rain fed area in district Shangla KP.</p>
7	Certification	<ol style="list-style-type: none"> 1) Seed Germination Certificates 2) Moisture Report 3) Lot number of seed must be mentioned on bags. 4) Seed Sources certificates (Vendors shall provide the source of procured seed) 5) Approved variety by government seed certification agency. 6) Certified seed suppliers.
8	Hull-less and broken seeds	Seeds with no hulls and broken of any size.
9	Damaged Seeds	Not including pieces of kernels that show visible deterioration due to moisture, weather, disease, insects, mould, heating, fermentation, sprouting or other causes.
10	Insect bored seeds	Seeds which is visibly bored or tunnelled by insects shall be avoided.
11	Other organic extraneous matter	Organic components other than edible grains of cereals (foreign seeds, stems, etc.).
12	Inorganic extraneous matter	Not including any inorganic component (stones, dust, etc.).
13	Heavy metals	Seed shall be free from heavy metals in amounts which may represent a hazard to health.

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 **NIDA-Pakistan**).

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*)

Bid Form (Supplies)

Date: _____

Tender No:- **NIDA-Pakistan 004/2018**

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

Gentlemen and/or Ladies:

Having examined the bidding documents including Tender Nos. _____ *[insert numbers]*, 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 NIDA-Pakistan, 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.

Dated this _____ day of _____ 2018 _____.

[Signature & Stamp]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

Date: _____

Tender No. **NIDA-Pakistan 004/2018**

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 delivered to NIDA-Pakistan Office at Township Besham Shangla khyberpakhtoonkhwa, Details of which will be shared at the time of signing purchase order.

S #	Items /Commodities /Supplies	Detailed Specifications	No Of Units	Unit Price (Including Taxes, Levies, Duties, Transportation Charges, Loading, Unloading, Packing, Assembling)	Total Price	Delivery Days
1	Maize	Local Non Hybrid Variety Sarhad White	5 Kgs			
2	Maize	Local Non Hybrid Variety Sarhad White	5 Kgs			
3	Maize	Local Non Hybrid Variety Sarhad White	5 Kgs			
Total						

Name of Bidder: _____

Date: _____

Sign & Stamp of Bidder: _____

<p>Location: Township Besham Shangla Khyber-Pakhtunkhwa. Ph. 0996-400327</p>	<p>Tender №: NDA-Pakistan 004/2018</p>
<p>Date: -04-01-2018</p>	

Tender Document Receipt

<p>Tenderer / Supplier Name:</p> <p>Address:</p>	
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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. Tender Document Receipt
7. Price/Quotation List.

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