



SUPPLIES PROCUREMENT NOTICE

Supplies Contract for the “Procurement of water quality testing items”

1. Publication reference

Reference # RSPN/EU-PINS/2018-004 Supplies Contract for the “Procurement of water quality testing items”

2. Procedure

Open National

3. Programme title

EU funded ‘Nutrition-Sensitive Component (ER 3) of the Programme for Improved Nutrition in Sindh (PINS)’

4. Financing

Contract No. ACA/2018/395-053. This tender procedure is launched under PINS-ER3 Programme funded by European Union Delegation in Pakistan.

5. Contracting Authority

Rural Support Programmes Network (RSPN)

CONTRACT SPECIFICATIONS

6. Description of the Contract

- a. The subject of the contract is the supply and delivery by the Contractor of “Procurement of water quality testing items” (see Annex I) of the Tender Dossier for the detailed specifications for the relevant description of the items and the estimated quantities of items that may be purchased during the duration of the contract.
- b. The contract shall be concluded upon the successful delivery of the items as per the given deadline. The contracting authority may, at its own discretion extend this contract. Such extension shall be made under negotiated procedure. The contract may only be extended once, such that the duration of extension does not exceed the duration of the initial contract. Any extension will be conditioned and limited by

the mandate of Contracting Authority, the availability of corresponding budgetary funds and the satisfactory fulfillment of its obligations by the contractor.

- c. The signature of the contract imposes no obligation on the Contracting Authority to purchase any of the quantities estimated in Annex-I of the “tender dossier”.
- d. Deliveries shall only take place following the issuance by the contracting authority of “purchase orders”, specifying the list of items intended to be supplied with their respective quantities.
- e. Deliveries shall take place within 45 (forty five) calendar days after the receipt by the contractor of a “purchase order”.

7. Number and titles of lots

This tender procedure is not divided into lots.

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

Participation is open to all entities (participating either individually or in a group/consortium of tenderers) having registered and effectively established in a member state of the European Union or in an eligible country or territory as defined under the establishing common rules and procedures for the Implementation Regulation (EU) N°236/2014 of the Union's instruments for external action (CIR) for the applicable Instrument under which the contract is financed.

NOTE: Pakistan is an eligible country defined under the implementation Regulation (EU) N°236/2014.

No rule of origin applies.

9. Grounds for exclusion

- a. Tenderers that fall in any of the situations listed in Annex-II. Tenderers must submit a signed declaration (Annex-II) for a Contract, to the effect that they are not in any of the situations listed therein in Annex-II (extracted from Practical Guide to contracts procedures for EU external actions).
- b. Tenderers that are guilty of misrepresentation in supplying the information required by RSPN as a condition of participation in the contract procedure.

10. Number of tenders

Tenderers may submit only one tender per lot. Tenders for parts of a lot will not be considered.

11. Tender Security

Tenderer must provide a tender security in the form of a bank draft equal to 2% of tenderer's offer as **Earnest Money** drawn in favor of "Rural Support Programmes Network (RSPN)". The Tender shall not be considered without Earnest Money. The tender security will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer(s) upon signature of the contract by all parties. This tender security will be called upon if the tenderer does not fulfil all obligations stated in its tender.

12. Information meeting and/or site visit

No information meeting is planned.

13. Tender Validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

14. Award criteria

Price

15. Tenderer's Eligibility Criteria:

The tenderer fulfilling the following criteria shall be considered eligible:

- a)** Is registered/ incorporated under the laws of Pakistan;
- b)** Has relevant business experience of at least three (3) years (Copies of five (5) work orders/ contracts signed with parties during the last three (3) years must be provided);
- c)** Has valid National Tax Number (NTN) and Sales Tax Number (STN);
- d)** Provides bank statements of last two years depicting sound financial strength;
- e)** Has submitted tender for complete lot of goods and appropriate tender security; and
- f)** Has not been blacklisted by any of the Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Note: Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification

16. Submission of tender:

- a) Eligible tenderers shall submit their tenders in sealed envelope(s) by hand or through registered mail to:

Mr. Affan Muhammad Baig
Procurement Officer-PINS
Rural Support Programmes Network (RSPN)
3rd Floor, IRM Complex, Plot # 7, Sunrise Avenue (off Park Road), Near COMSATS
University, Islamabad, Pakistan

not later than 1500hrs (PST) on July 22nd, 2018.

- b) Any tender received by RSPN after the deadline prescribed above shall not be entertained and shall be returned unopened to the tenderer.
- c) The name and mailing address of the tenderer shall be clearly marked on left hand side of the envelope. Also, the **Reference # RSPN/EU-PINS/2018-004** shall be clearly written on the top right corner of the envelope.
- d) Each tenderer shall submit only one tender. A tenderer who submits or participates in more than one tender shall be disqualified.

17. Documents to be submitted:

The following documents shall be made part of the tender. Failure to provide these requirements/documents shall lead to disqualification of the tenderer.

- i) Tenderer's Profile;
- ii) Valid business registration certificate;
- iii) Copies of five (5) work orders/ contracts signed with parties during the last three (3) years;
- iv) NTN/STN certificates;
- v) Bank statements of last two years;
- vi) Tender Price on the Price Schedule format given in Annex – I;
- vii) Signed declaration on stamp paper as per format given in Annex-II;
- viii) Tender Security equivalent to 2% of the total tender price/offer (including GST);
- ix) Complete addresses of office(s) and other contact details of the tenderer;

18. Language of Tender:

The tender and all documents/correspondence relating to the tender shall be submitted in English language.

19. Tender Prices:

- i) The tenderers shall fill in rates and prices for all items described in the Annex-I "Price Schedule". Items against which no rate or price is entered by a tenderer will not be paid for by RSPN and shall be deemed covered by rates and prices for other items quoted by the tenderer.
- ii) The tender price shall be quoted inclusive of all taxes, duties, levies, insurance, freight, delivery charges etc.
- iii) The quoted price shall be best, final, fixed and valid until completion of all obligations under the tender i.e. not subject to variation/escalation.

20. Quality of Supplies:

- i) All supplies shall be delivered strictly in compliance with the minimum specifications/standards described in the Annex-I or as amended in accordance with the terms of the tender documents. RSPN shall, in no case, accept any supplies below the given specifications/standards and shall have the right to ask the tenderer to replace such supplies. If the tenderer fails to deliver as per the given specifications/standards, RSPN shall have the right to forfeit payments for such part of the supplies.
- ii) In case any supply / material is found not in conformity with the specifications provided in the tender, either on account of inferior quality, defective workmanship, faulty design, faulty packing or is short supplied, or wrongly supplied, the supplier shall replace the same free of charges.

21. Delivery of Supplies:

- a. Delivery shall be made within **45 days** after receipt of signed purchase order/contract. Extension in period of delivery can be given on reasonable ground;
- b. All the expenses incurred during the transportation of all items will be the responsibility of supplier/tenderer;
- c. Delivery of items will be made in Shikarpur, Thatta, Kambar Shahdaskot, Larkana, Dadu, Jamshoro, Matiari, Sajawal, Tando Allahyar, Tando Muhammad Khan (Detailed addresses of the places of delivery will be conveyed at the time of signing contract/purchase order).

22. General Conditions:

- i) RSPN, cannot under any circumstances or for any reason whatsoever, be held liable for damage or injury by the staff or property of the tenderer while the action is being carried out or as a consequence of the action. RSPN cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury;
- ii) RSPN reserves the right to increase or decrease the quantity of item(s), if required;
- iii) RSPN reserves the right to accept or reject any part or entire tender without assigning any reasons;
- iv) The tenderer shall investigate and consider all factors in the preparation of the tender. The tenderer shall be deemed to have satisfied itself fully before submitting the tender as to the correctness and sufficiency of its tenders for the bid price to cover all obligations. No adjustment in the tender price and/or time schedule, except for those arising from increase in quantity on the demand and approval of the RSPN, shall later be allowed.
- v) RSPN's primary contact for all correspondence in relation to this tender shall be:

Name: Mr. Musaddiq Rashid Kayani
Designation: WASH Specialist, PINS-ER3-RSPN
Phone: 0300-4145014
Email: mrkayani@rspn.org.pk

- vi) All queries shall be addressed to the primary contact and in writing only;
- vii) The tenderers shall nominate their authorised representatives to whom all communications during the tender process shall be addressed. The tenderers shall provide in their tenders the name, title, contact number (landline, mobile), fax number and e-mail address of their authorized representatives.
- viii) RSPN shall not be responsible for any costs or expenses incurred by tenderers in connection with the preparation or delivery of the tenders.

Price Schedule:

Terms:

- i) The prices/rates in Pak Rupees shall be offered in the table given below;
- ii) The tender price shall be quoted inclusive of all taxes, duties, levies, insurance, freight, delivery charges etc;
- iii) The tenderer should provide complete specifications of all items
- iv) The quoted supply of all items quoted shall be new in all respects.
- v) All equipment shall be in one year's warranty; Vendor shall be responsible for providing technical support in case of any fault;
- vi) Equipment shall be environment and user friendly;
- vii) Vendor shall be responsible for providing training to PINS-RSPN staff on how to use the device/equipment;
- viii) Reagents shall be exchangeable/replaceable.

#	Item	Specification	Made	Unit	QTY	Unit Cost (PKR)	Total Cost (PKR)
1	Colorimeter/Photometer > 100 methods	Water Chemical Testing Device	Branded	Nos	10		
2	pH Portable Test kit	Meter – Portable	Branded	Nos	04		
3	TDS Meter	Meter – Hand held	Branded	Nos	04		
4	Turbidity Test kit	Kit	Branded	Nos	04		
5	Arsenic test kit 100 test/kit	Reagents	Branded	Nos	10		
6	Fluoride test kit 125 test/kit	Reagents	Branded	Nos	10		
7	Nitrate Test Kit 100 test/kit	Reagents	Branded	Nos	10		
8	H2S Kits	Water quality testing kit for bacteriological contamination	Local	Nos	2000		
			Branded	Nos	2000		

<Stamp paper>

DECLARATION

TENDER REFERENCE # < Reference # RSPN/EU-PINS/2018-004>

In the response to your Tenders invitation advertised in the daily newspaper for the above contract we, the undersigned, hereby declare that:

1. This tender is valid for a period of 90 days from the last date for the submission of tenders.
2. I/We note that RSPN is not bound to precede with this invitation to tender and that it reserves the right to make no award.
3. I/We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
4. I/We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, RSPN reserves the right to terminate the contract with immediate effect.
5. I/We are not bankrupt or being wound up, never been black listed from any department / company in or outside Pakistan, are having our affairs administered by the courts, have not the subject of proceedings concerning those matters, or are in any analogous arising from the procedure provided for in national legislation or regulations.
6. I/We have not been convicted of an offence concerning professional conduct by any judgment.
7. I/We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
8. I/We declare that all documents /particulars /information furnished in connection with qualification is true / correct.
9. I/We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with legal provision the country in which we are established or with those of the country where the contract is to be performed.
10. I/We have not been the subject of the judgment for any fraud, corruption, involvement in criminal/terrorist organization or any other illegal activity detrimental to Pakistani Law.
11. I/We as sole proprietorship, firm, AOP, or company do not have any kind of relationship with the RSPN Staff; and if later this statement is not found in conformity with reality i.e. relationship is found, I/We would stand liable to RSPN as per the rules of RSPN.
 - **In case of having a relationship with RSPN staff; the nature of the relationship should be clearly & explicitly disclosed in the declaration.*

Name: _____

Business Title: _____

Signature: _____