

Tender Document

Location: Indus Consortium House # 989, Street 92, I- 8/4 till 30 th March 2013, 5:00pm.	Tender No: IC/I.C.T 13/Islamabad.
Project : Effective Utilization of Information Communication Technology for Partner Communities- PAK A-02968-02-505883	Date: 014.03.2013

General Conditions for Tender

1. Scope: Indus Consortium invites tenders for the supplies/ works described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. Indus Consortium 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 Indus Consortium, 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
- b) Financial Statements.
- c) Affidavit of firm soundness and ethical business.
- d) Good track-record and references from previous clients
- e) Recognized bank account (Indus Consortium) will make all payments through cross cheque.

4. Tender Basis:

- All Tender Documents must be completed in full otherwise the application will be disqualified.
- All bids shall be made in accordance with the Tender Documents including technical specification, /or activity schedule and the draft of the contract intended to sign with the successful applicant.
- If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid. The additional request and conditions should not violate the conditions mentioned the tender notice.
- 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, transportation, loading and unloading charges, 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.

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- Indus Consortium is not liable for any damage to the applicant person or property in the event that something should occur. Indus Consortium 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 supply of electronic technological items (as per details provided by Indus Consortium), but is not limited to transport up till the site of delivery or Indus Consortium.

6. Payments: Payment will be made upon satisfactory delivery Indus Consortium warehouse and technical test report (if any) of the supplies.

7. Performance Standards: The works 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/Firms.
- 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 Indus Consortium).
- 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, and European Union.
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10. Bid Delivery: All tenders will be delivered in standard format to Indus Consortium address in a sealed envelope through courier 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 by the Tender Committee and the bidders will be notified of the results accordingly.

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 Indus Consortium staff or consultant.

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

13. 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.

14. Acceptance of Successful Tender: Taking into consideration the recommendation of the Tender Committee, Indus Consortium will make the final choice of the awarded firm. Indus Consortium 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 tender will be documented as an "Annex" to the contract and will be determined by Indus Consortium.

15. Specific Terms & Conditions:

1. Full name, permanent address, Telephone and fax number, organization structure and legal status of the Manufacturer/Supplier are required.
2. Proof of financial soundness of the firm by providing bank statement at least last 06 Month.
3. Submit affidavit of firm soundness/Non default and ethical past experience.
4. The supplier should mention the lead time of each item to be supplied.
5. Proof of registration with Government department such as National Tax Number or General Sale Tax number.
6. All applicable government taxes shell included in tender and transportation, loading unloading cost up to Partners Warehouse (Multan, Rajanpur, Badin and Thata.)
7. Organization reserves the right to subdivide the order for any item into further lots or to add or subtract the items in the lots.
8. The supplier reserves the right to apply for all or some of the lots.
9. Organization reserves the right to accept or reject any part or entire tender without assigning any reasons.
10. Bids validity should up to 90 days.
11. The tender must be proper sealed and stamped by the supplier and also be marked as "confidential".

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12. Sealed tenders for each item with samples should reach at House # 989, Street 92, I- 8/4 Islamabad till 27th March 2013, 5:00pm.
13. Tender Samples with signature (with irremovable ink) or identification mark should submit with the quote. Non submission of samples might make the bidder ineligible/unqualified.
14. The suppliers must quote only one option for each item with its price and detailed specs. As per requirements given in the detailed tender pack. Bids received with more than one option and rates for the one type of items may be rejected.
15. Payment will be made on satisfactory delivery of supplies (complete in all respect) through cross cheque.
16. Tender Committee or its representative reserves the right to inspect the goods in successful bidder's warehouse for verification.
17. Tender committee reserves the right to increase or decrease the quantity, if required.
18. 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.
19. In case the supplies are delayed, Indus Consortium will impose a fine of 0.2 % / Day of the total amount of contract for each day of delay.
20. Tender publication does not constitute any commitment on part of Indus Consortium unless a written agreement is signed by both parties.
21. Lowest price will not be the sole criteria; quality, delivery time and previous experience will also be considered.

INDUS CONSORTIUM

PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Buyer" refers to Indus Consortium. 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 Indus Consortium 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.

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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 Indus Consortium 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 Indus Consortium, any information that has been compiled through association with Indus Consortium 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 IC 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 BoD of IC and/or lack of funding. In such a case the Supplier shall be reimbursed by HIN 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).

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12) **Insurance:** The Supplier shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract Indus Consortium will not responsible for any obligations.

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 with in 30 working days from the receipt of goods and invoice.

17) **Ethics:** The nature of Indus Consortium 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.

18) **Rights of Indus Consortium:** 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

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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

Indus Consortium Ethical Purchasing Policy¹

Indus Consortium 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.

Name of Company: _____	Official Stamp: 
Name of authorized Person: _____	
Designation: _____	
Signature: _____	