

Tender Number: AcCESS/2021/10/005

General Description:

The project Access for Out of School Children to Education and Safe Schools in Pakistan (AcCESS) is co-funded by the European Union Civil Protection and Humanitarian aid Operations department (ECHO), Austrian Development Cooperation (ADC) and Hundreds of Original Projects for Employment (HOPE'87).

Tender Description:

It is required to contract for school improvement wall painting, artwork and writing in 110 schools in KP as per technical specifications/BOQ below.

The tender documents comprise of the following:

1. General Conditions
2. Technical Specifications
3. Annex A Checklist
4. Annex B Financial quote format
5. Annex C Wall painting, Artwork and Writing examples (for reference only; final design will be shared with selected vendor)

1. BIDDER ELIGIBILITY:

- 1.1. One Bidder one bid rule applies.
- 1.2. Bidder shall preferably be registered with the income tax and sales tax department/KPRA whichever is applicable and with active tax-payer status. Rates shall be inclusive of all taxes. Exemption from taxes will only be considered valid if valid exemption certificate from concerned offices of FBR is provided. Applicable withholding taxes will be deducted from the quoted rates by the bidders.
- 1.3. Bid must be accompanied with the bidder's profile together with documentary evidence of past experience and/or certificates.
- 1.4. The Bidder must be clear from the US sanction list and NACTA Pakistan.
- 1.5. The bidder undertakes and acknowledges to practice sound business ethics, including but not limited to:
 - Promote fair, ethical and legal trade practices (including transportation and cargo);
 - Ensure that no child labor is in any case involved by producing the goods or services;
 - Everything possible is done to ensure no fraud or corruption in any case in line with the BUYER'S policy on fraud and corruption which has a commitment to "zero tolerance with fraud, sexual harassment and corruption".
 - Ensure that the operations of the producer of goods, supplies, works or the service provider (as the case may be) are environment friendly.
 - Ensure compliance to humanitarian principle of neutrality;
 - Accord prompt and courteous reception in an atmosphere of good faith and equal treatment, devoid of intentional misrepresentation;
 - Treat all information received from BUYER in the strictest confidence. Guarantee

- the confidentiality of all specifications and price quotations received;
- Decline to take advantage of BUYER'S errors and show cooperation;
 - Avoid causing needless expenses or inconvenience when requesting offers/proposals;
 - Declare "for information purposes only" if the request will not result in the award of a contract;
 - Ensures that HOPE'87, MEF and E&SEF and donors remain absolutely free from any obligations to any vendor;
 - Everything possible is done to ensure no fraud or corruption in any case;
 - Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with the BUYER.

2. GUIDANCE/CONDITIONS FOR BID:

- 2.1. The currency of the bid shall be Pakistani Rupee.
- 2.2. Overwriting/cross outs/correction fluid will render the bid invalid.
- 2.3. The bids must be submitted in sealed envelopes. Bid in an unsealed envelope may be treated as invalid bid.
- 2.4. The rates/price shall be quoted on FOR SITE basis. The price quoted shall cover all obligations (i.e. labour and material transportation) till the destination for delivery (i.e. schools in districts as mentioned in Annex B) including but not limited to all the applicable taxes.
- 2.5. Costs involved in the preparation of the bid shall be the sole liability of the bidder and under no circumstances a claim for reimbursement of the same will be entertained by HOPE'87 or its partners.
- 2.6. No bid can be withdrawn after the submission deadline mentioned here-in-below. Any such request will result in forfeiture of the bid security.
- 2.7. **A bid security equal to PKR 50,000 in the form of demand draft/pay order from any scheduled bank favoring "Hundreds of Original Projects for Employment (HOPE'87)" shall accompany the bid. Any bid received without bid security shall be rejected. Bid security other than the form mentioned above shall not be acceptable and shall render the bid invalid.**
- 2.8. The paint work will be done as per approved brand or equivalent and will be free of any defects. Surface preparation at any place will be made before any application of paint and is included in the quoted rate. The job (if rejected) by the Engineer In-Charge/Supervisor/Teacher will be redone, at the cost of Bidder, meeting the requirements & specifications.
- 2.9. Paint work will generally require the following:
 - 2.9.1. Paint to be applied with proper paint brushes of good quality, carefully maintained throughout the work, so as to be always pliable and free from loose bristles and well worked over the surface.
 - 2.9.2. Proper polythene sheets will be used during the paintwork to avoid the paint spots on floor/furniture in schools.
 - 2.9.3. If old paint is unsound, it shall be entirely removed by burring off or using suitable paint remover. Burning off or stripping of old paint will be done, unless specifically ordered otherwise.

- 2.10. On the completion of the works, the contractor shall clear away and remove from the site all constructional plant, temporary works, surplus materials, wreckage and rubbish of every kind and shall leave the whole of the site and the works clean and in workmanlike condition and in a state satisfactory to the Engineer in charge.
- 2.11. Prices quoted should be valid for a period of minimum 60 days from the date of submission of tender.
- 2.12. The Bidder can also mention any specific condition, which shall be taken into consideration before the award of work orders.

3. BID OPENING & EVALUATION:

- 3.1. The bids shall be evaluated within 45 days of the submission deadline.
- 3.2. During evaluation after opening of bids till the award of the contract HOPE'87 shall be at liberty to correct any arithmetic error/discrepancy detected and re-calculate the price. In the event of a calculation error, the unit price will prevail. The corrected total shall be the bid price. HOPE'87 however does not take any responsibility if such an error/discrepancy remains undetected during the evaluation of bid.
- 3.3. The bidders may visit the school sites at their cost with prior intimation to HOPE'87.
- 3.4. HOPE'87 reserves the right to select one or more Bidder, part of offer of selected tender or without explanation cancel the tender without selecting any offer. The tender announcement or advertisement is not the offer for procurement in legal understanding of law and cannot be a basis to lodge any claims or complaints against donors and HOPE'87.
- 3.5. A formal contract shall be signed with the successful bidder. All unsuccessful bidders will be informed about their fate. **No explanation shall be provided as to the reason for being unsuccessful.**
- 3.6. Bid bonds shall be returned to the unsuccessful bidders or in the event of cancellation of the bid. No claim shall be entertained in the event of cancellation.

4. PAYMENT & OTHER TERMS WITH SELECTED PARTY:

- 4.1. The rates quoted by successful bidder will remain valid **till March 31, 2023.**
- 4.2. Quantities may vary (increased or decreased by any percentage as required at the time of contract/purchase order. Items may also be dropped altogether at the time of contract/purchase order.
- 4.3. The quality tests shall be applied by the site staff and inspection report shall be issued.
- 4.4. The bidder/contractor shall be obligated to rework the poor-quality work within 10 days of intimation, at their own costs.
- 4.5. Partial completions are not allowed.
- 4.6. No escalation on any material, Labour, POL shall be payable to contractor during the currency of contract.
- 4.7. In case of breach / delay in delivery, a penalty of 1% of unit cost per day for delayed units shall be imposed. . If the work is not ready within 10 days of agreed time , the contract can be suspended or cancelled at the sole discretion of HOPE'87 and all monies due to the candidate / supplier forfeited. HOPE'87 will be at liberty to award the contract for any remaining unsupplied quantities to any other parties at the risk and cost of the supplier.

- 4.8. All payments will be made within 45 days of submission of an invoice along with WORK COMPLETION CERTIFICATE issued by HOPE'87 team/teacher after delivery on deduction of applicable withholding taxes.
- 4.9. The bid security of the successful bidder shall be converted into a performance security which will be released within 45 days after completion of the contract. Additional 5% performance security shall be withheld from each payment.
- 4.10. Performance security deducted at 5% will be released within 45 days of successful completion of relevant purchase order.
- 4.11. The contractor shall stand warranty of the work completed for at least a period of 90 days from the successful completion of the contract.
- 4.12. Warranty shall cover the damages that remained hidden at the time of completion. The bidder/contractor shall be obligated to rework the damaged work within 10 days of intimation during the warranty period at their own costs.

5. OTHER TERMS

- 5.1. The HOPE'87 anti-fraud policy and the HOPE'87 complaints procedures governing this tender can be obtained by emailing at ahmed@hope87.org from HOPE'87 up to two weeks after the tender period.
- 5.2. In case of grievance bidders can contact HOPE'87 HQ up to two weeks after termination of the tender period under the following e-mail address, by stating PK and the tender number: educonsu@outlook.de.
- 5.3. Any queries in regard to this tender can be sent to kiran@hope87.org by October 19, 2021; response to all queries will be uploaded on HOPE'87 website latest by October 22, 2021. Individual response to queries will not be sent to any party.
- 5.4. After the award of the contract the CONTRACTOR (Bidder) shall give the HOPE'87, MEF and E&SEF or any other organization authorized by the HOPE'87 access to any location where the materials are stored as per the CONTRACT and to all documents and information, including information in electronic format, necessary to assess, or audit the implementation of the CONTRACT to all documents and information, including information in electronic format, necessary to assess, or audit the implementation of the CONTRACT.
- 5.5. The general conditions should be read together with the technical specifications and Annexes A and B.
- 5.6. In case of dispute between the parties, the same shall be referred for arbitration as per the Arbitration Act in vogue in Pakistan.

TECHNICAL SPECIFICATIONS/BOQ:

<i>Description</i>	<i>District</i>	<i>No of Schools</i>
<p>Color. White. pantone shade reference# PANTONE 11-0601 TCX - Bright White</p> <p>2 coat distemper. Type of wall surface to be painted could be brickwork, or cement plastered. Total estimated square feet area for distempering is approx. 160,000 sq. ft.</p> <p>3 feet light green color (Pantone Ref # Pantone 14-0452 Tpx Lime Green Color) distemper border at the bottom of the wall with a floral theme (multiple colors. Refer to Annex C). Total estimated square feet area for floral painting is approx. 55,000 sq. ft.</p> <p>The wall surfaces must be cleaned to make sure the surfaces are free of dust and loose particles. No extra payment is admissible for the cleaning or preparation of surfaces.</p> <p>All payments shall be made net of the openings. That is, for walls with doors or windows, the surface area shall be calculated as length x width of wall minus the area of openings. Work done will be verified/certified by HOPE'87 team/teacher</p> <p>Rate is inclusive of Labour and material transportation.</p>	Peshawar	60
	Khyber	10
	Bajaur	10
	Mohmand	10
	North Waziristan	05
	South Waziristan	05
	Kurram	05
	Orakzai	05

Required Submissions:

Following submissions under checklist form (Annexure A) are mandatory:

1. A financial bid as per attached financial quote format (**Annex B**) on the official letterhead of the organization duly signed by its authorized personnel (two sets).
2. Financial bid as per attached financial quote format (Annex B) in electronic format copied in a USB.
3. Bid security equal to **PKR 50.000** from any scheduled bank in form of pay order/bank draft/banker's cheque favoring **Hundreds of Original Projects for Employment (HOPE'87)**.
4. Signed copy of General Conditions & Technical Specifications.
5. Bidder's profile together with documentary evidence of past experience/certificates.
6. Copy of NTN, sales tax registration, incorporation/registration certificate, any exemptions, if applicable.
7. Certificate from the bank confirming financial health and worthiness of the company along with bank statements for the last two years.

Annexures:

1. Checklist Form (Annex A)
2. Annex B – Financial quote format
3. Annex C - Wall painting, Artwork examples

NOTE: The financial bid should be submitted along with the checklist form in sealed envelope. Based on the checklist form, only bidder's submitting complete documents will be evaluated.

The sealed envelope should be clearly marked "Tender Number: AcCESS/2021/10/005"

Submission deadline:

The duly filled signed and stamped tenders should reach (can be delivered by hand or through courier) the undersigned latest by **OCTOBER 28, 2021 by 5:00 PM** at the following address:

Hundreds of Original Projects for Employment (HOPE'87)
House # 15-A, Street 62, G-6/4, Islamabad
Pakistan

Any offer received after the time and the date mentioned herein above will not be a valid bid and shall stand rejected outrightly.

Evaluation Criteria:

The bids shall be evaluated as per the following criteria:

1. A compliant bid i.e. all necessary documents are submitted.
2. Technically compliant bid i.e. strict compliance with technical specification with respect to quality of works mentioned under technical specifications/BOQ.
3. Provides warranty of work executed for 90 days from the successful completion of the contract.
4. Capacity for geographical coverage.
5. Award will be made on Lowest Price Basis among the qualified bidders.