

<b>Terms of Reference of the Procurement of Stationery and School Uniform</b>	
Project Title	Educational Material Support
Type of project	Procurement and Transportation
Location	Myagdi district
Name of the company/firm	External company/firm/supplier
Project duration	21 days
Anticipated completion	20th of December, 2017

## **1.0 GENERAL INTRODUCTION**

Sustainable Approach on Natural Resource Management and Gender Awareness for Micro Enterprise [SANGAM] is a non-profitable and non-government organization. It is one of the Business Development Services Providing Organization registered in 2063 B.S. at District Administration Office (DAO) Myagdi.

SANGAM with the technical and financial support of Good Neighbours International, Myagdi Community Development has been implementing the education projects in 5 existing VDCs (5 wards of Dhaulagiri Rural Municipality) which are considered as remote and backwards in terms of the human development index (HDI). 19 schools, 1142 sponsor children and their households, 4 cooperatives are the targeted populations of the project. The education programs mainly focus on quality education of children through improving Early Childhood Education and Development, physical facilities of school, trainings to the teachers, extracurricular activities, integration of ICT in Education and so on.

Educational materials support is one of the activities of Education programs in which sponsored children are supported with school uniform and stationeries. Educational materials include stationery (copy, pen, pencil, eraser, sharpener, geometry box) and school uniform (shirt, pants/skirt, shoes and socks, bag and sweater). The aim of this support is to improve enrolment of children in school, increase participation and retention. Therefore, the ITB is published to select the best vendor for procuring the educational materials.

## **2.0 OBJECTIVES**

The main objective of the educational materials support is to bring the students in access to education and also increase their participation

The specific objectives of school building reconstruction are

- 1) To provide appropriate and relevant educational materials to the children
- 2) To increase enrollment rate, attendance rate, retention rate of students.

## **3.0 SCOPE OF THE WORK**

The scope of educational materials support shall include accurate quantity of materials and

appropriate quality as specified in the technical specification. Similarly, the materials shall be supplied on time and also the transportation shall also to be made by the respective supplier upto the targeted place.

#### **4.0 BIDDING DOCUMENTS**

The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

- a) *The technical Specifications*
- b) *The Bidding Form*
- c) *Terms of Reference (TOR)*

The Bidder is expected to examine the Bidding Documents, including TOR, Technical specification, Bidding forms, Requirements. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

#### **5.0 PREPARATION OF BID**

##### **5.1 Language of Bid**

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English or Nepali Language.

##### **5.2 Documents Comprising the Bid**

The Bid prepared and submitted by the Bidder shall comprise the following components

5.2.1 Bid Form & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed as per Technical Specification.

5.2.2 All the Bids must be accompanied with the required bid security

5.2.3 Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity.

##### **5.3 Bid Security**

5.3.1 Pursuant to Clause 5.2.2 above, the bidder shall furnish, as part of its bid, a bid security amounting 5% should be made through bank Guarantee letter in the name of organization which published the Invitation to Bid.

5.3.2 Unsuccessful bidders' bid security will be discharged as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity. The successful bidder's bid security will be discharged upon furnishing the performance security.

The bid security may be forfeited:

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the Contract

#### **5.4 Bid Price**

5.4.1 Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

5.4.2 The prices offered shall be inclusive of all costs as well as Duties, Taxes and during execution of the supply work, break up of price constituents, should be there.

#### **5.5 Bid Currencies**

Prices shall be quoted in only Nepalese Rupees both in Numbers and words.

#### **5.6 Period of Validity of Bid**

5.6.1 Bids shall remain valid for 365 days from the date of opening of the Bid.

5.6.2 Clause 5.6.1 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing by Fax/e-mail.

#### **5.7 Format and Signing of Bid**

5.7.1 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority accompanying the Bid.

5.7.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### **6.0 SUBMISSION OF BIDS**

#### **6.1 Sealing and Marking of Bid**

6.1.1 Bid submission: Original Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.

6.1.2 The Technical Documents and the Bid Security shall be enclosed in a sealed envelope and the sealed envelope shall be superscripted with "Bid Security". The price bid shall be inside another sealed envelope with superscription "Price Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original Copy. The envelopes should be super-scribed with "Bidding-Educational Materials Support".

6.1.3 The Bidder has the option of sending the Bids in person. Bids submitted by Telex/Telegram/Fax will not be accepted. No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.

## **6.2 One Bid Per Bidder**

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

## **6.2 Late Bids**

Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, will be declared "Late" or "Rejected" and returned unopened to the Bidder.

## **6.3 Modificaiton and Withdrawal of Bids**

The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

## **7.0 EVALUATION OF BID**

The evaluation of bid shall be done by following the procedures given below

### **7.1 Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

### **7.2 Clarification Of Bids**

To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **8.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS**

8.1 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

8.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

8.3 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

8.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and / or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-

conformity.

## **9.0 EVALUATION AND COMPARISON OF BIDS**

9.1 The evaluation of Bids shall be done based on the delivered cost competitiveness basis and also the quality of materials

9.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids and also the quality of goods shall be considered for final evaluation.

9.3 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:

Supply Schedule

Deviations from Bidding Documents

Bidders shall base their Bid price in the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

9.4 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

## **10.0 AWARD OF CONTRACT**

### **10.1 CONTACTING THE PURCHASER**

10.1.1 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

10.1.2 Any effort by a Bidder to influence the Purchaser and / or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

## **11.0 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any Bid 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 grounds for the Purchaser's action.

## **12.0 AWARD OF CONTRACT**

The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest - evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate and also comits to provide the quality materials

## **13.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES**

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/ quantities without any change in terms and conditions during the execution of the Order.

## **14.0 LETTER OF INTENT/ NOTIFICATION OF AWARD**

The letter of intent / Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest as well as found the best quality of mateirals. The successful Bidder shall be required to furnish a letter of acceptance after the issuance of the letter of intent /Notification of Award by Purchaser.

## **15. 0 CORRUPT OR FRAUDULENT PRACTICES**

15.1 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:

(a) Defines, for the purposes of this provision, the terms set forth below as follows

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(i) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an contract.

15.2 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

## **16. 0 Duration**

The project will start immediately after the agreement signed by both parties and must be

completed on the 31<sup>st</sup> of December 2017.

#### **17.0 Budget and mode of payment**

The Vendor shall submit budget sheet with detailed breakdown including applicable taxes at the time of proposal submission.

- a. The payment shall be made to the account of the company/firm
- b. The payment will be made though Account Payee cheque.

There is no provision of advance for this project.

#### **18.0 General Qualification of the Firm**

All public, private and non-governmental organization, registered under the authorized agency of the government of Nepal having the proven experience in the related field are eligible to apply for the project

The company/firm with expertise as outlined below

- a) Proven knowledge and experience of the work on Educational Materials supply.
- b) Highly qualified team to complete the Educational Materials support project
- c) Adequate human resources and equipments required for the project
- d) Ability to maintaining transparency and accountability
- e) Conpany/firm should have PAN, Company registration, VAT registration and Tax clearance certificates etc.

#### **19.0 Responsibilities of the company/firm**

The company/firm will be responsible to accomplish the task outlined by this ToR and ensure the delivery of outputs stated above within the agreed budget and timeline.

#### **20.0 Responsibilities of the organization**

Remaining within the policies and practices of GNI office, its primary responsibility is to help company/firm to achieve the objective of this ToR.

#### **21.0 Responsibilities of GNI Nepal**

GNI will provide technical and financial support for the successful completion of the project

#### **22.0 Documents to be submitted by the bidder**

- a. A copy of company/firm registration
- b. Bid security (5%)
- c. A copy of Tax clearance certificate
- d. VAT and PAN registration

- e. Audit Report
- f. Statements and documents, if any, acknowledging the individual and/or company's capability for carrying out the similar kind of services
- g. Any other relevant documents

### **23.0 Management of the Work**

The selected company/firm shall manage the assessment and be accountable for the timely delivery of the expected quality service.

### **24.0 Termination of the Contract**

EMS consortium may terminate the agreement, if the company/firm commits a breach in the performance or observance of any of its obligations under this ToR. The consultant/firm shall be notified in written form seven days prior to the termination of the agreement.

### **25.0 Confidentiality**

During the performance of the assignment or any time after expiry or termination of the agreement, the company/firm shall not disclose to any person or otherwise make use of any confidential information which the company/firm has obtained or may obtain in the course of the project to the consortium, the respondents or otherwise.

### **26.0 Copyright**

The copyright of the documents produced by the company/firm under this ToR completely belongs to the organization.

### **27.0 How to Submit the proposal/bid**

The proposal/bid should reach the address below via courier or hand delivery by the 20th of December, 2017, 17 hrs (Local Time). Please, enclose the proposal in an envelope, **do seal** and mark it with "Stationery and school uniform support" and send to

**SANGAM - Myagdi**

**Beni Municipality – 8, Newroad**

**Beni Bazar, Myagdi**

**Or**

**Good Neighbors International Nepal,**

**Post Box No. 8975**

**E.P.C. 1605 (015538758)**