Doc 2: Letter of Invitation to BIDS

Date: **- 13 October 2023**

REF: - **MAP/MAUK-MAUS/23/4849-52**

Dear Sir/Madam,

SUBJECT: **INVITATION TO BIDS FOR Winterization Kit.**

Further to your enquiry regarding the publication of the above-mentioned Invitation to BIDS, please find enclosed the following documents, which constitute the BIDS dossier:

A. Instructions to Bidder's (See Doc 3)
B. Standard Terms and Conditions (See Doc 4)
C. Price Schedule (See Doc 5)
D. Bidder's Relevant Experience (See Doc 6)

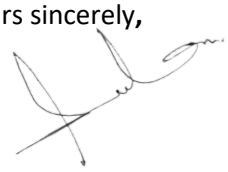
We look forward to receiving your BIDS on or before **23 October 2023, 03:00 pm** at the address specified in the BIDS dossier.

Your BIDS bid must include the following documentation so please use the list below as a 'Checklist' before submitting your BIDS to Muslim Aid.

1. **Price Schedule (Financial Offers)- Use format/template available in in BIDS pack**
2. **Bidder's Relevant Experience (Use format/template available in in BIDS pack) supported by copies of similar nature purchase order/ contract**"
3. **Bidder's Declaration (Signed/stamped) - Use format/template available in in BIDS pack**
4. **Technical Specification (Where applicable)**
5. **Copy of the valid registration certificate, Sale tax registration number and national tax number**
6. **Samples. Please note that samples provided which do not meet the minimum specifications as per the attached BIDS dossier, will not qualify to the final BIDS evaluation process.**

Offers must be submitted in sealed envelopes through courier or by hand, marked **"BIDS Ref # not to be opened before on 23 October 2023, 3:00 pm"** and should bear the BIDS reference specified above on the outside of the envelope for identification purposes.

Yours sincerely**,**



Name: M. Salman Baig
Procurement & Logistic Manager
Muslim Aid (MA)
Contact Number: 0335-5552048

Doc 3: Instructions to Bidder's

1. Supplies to be provided

Lot No. 1: Winterization Kits.

Sr. No.	Name of Item	Required Specifications	Required Quantity	Required Quantity
			Upper Chitral	Lower Chitral
1	Quilts	Stuff: White polyester fine quality, double side, automatic sewing with cotton thread. **Cover:** Fine Quality Cotton Fabric, without jorr (Joint), dark color. **Weight:** 2.5 kg minimum. Size: 90" x 57"	400	200
2	Local Mattress	**Stuff:** Filled with fine quality clean white Cotton. **Cover:** Fine Quality Cotton Fabric, without jorr (Joint), dark color. **Size:** 6.5 Feet X 3.5 Feet **Weight:** 4 Kg Minimum Duly stitched from all sides in 100 % Cotton cloth	400	200
3	Caps	Woolen Caps (Boy 2, Girls 2)	400	200
4	Boy Winter Shawl	**Stuff:** Woolen Shawl, **Size:** 175cm x 90 cm Minimum. **Weight:** 440 gms Minimum.	400	200
5	Girl Winter Shawl	**Stuff:** Woolen/ Brosha best quality, **Size:** 175 cm x 70 cm Minimum. **Weight:** 245 gms Minimum.	400	200
6	Ladies Winter Shawl	**Stuff:** Woolen Shawl / Brosha best quality, **Size:** 225 cm x 120 cm Minimum, **Weight:** 440 gms Minimum	400	200
7	Men Winter Shawl	**Stuff:** Woolen Men shawls, Best Quality, **Size:** 275 cm x 150 cm Minimum, **Woolen:** Weight 950 gms. Minimum	400	200
8	Socks	Socks Woolen, Made: Pakistan (Boy 2, Girls 2, Women 2, Men 1)	400	200
9	Canvas bag	Canvas Bag for packing Item 3 to 8. Muslim Aid Logos. Bora for Item 1 & 2 with MAP Visibility	400	200
10	Transportation	Transport including loading/unloading per kit	400 Kits	200 Kits

2. Closing date and time for submission of BIDSs:
   23 Oct 2023 at 03:00 pm

3. Submission of BIDSs
   Muslim Aid Country office, Plot #1, 1st Floor, Executive Business Centre, FECHS, E-11/2, Islamabad, Pakistan.

4. Timetable for provision
   To be provided by the bidder- the bidders are required to deliver the material within 7 days after the issuance of PO/Contract.

5. Language of offers
   All BIDSs documents are to be submitted in English

6. Period of validity of offers
   All bids must be valid for a minimum of Six (06) Months from the BIDS submission date.

7. Currency
   All BIDS submissions should be received in Pakistani Rupee

8. Terms

Rates for supplies must be inclusive of all type of taxes, packing, and all other allied costs delivery charges the delivery point including loading/unloading for each lot, should be mentioned separately.

The Supplier must quote only one option for each item. Bids received with more than one option and rates may be rejected.

Bidder are required to submit bid guarantee Security **@ 2.5%** of the total bid value in the form of CDR/Pay-order in favor of "Muslim Aid". Bids without bid security may be rejected. Bid money will refundable upon successful completion of assignment.

Muslim Aid reserves the right to change the quantities or cancel/reject any or all offers without assigning any reason.

Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed

9. Type of contract
   Supplies agreements

10. Samples Required
    Supplier must submit the samples along with their bids. Bids without samples may be rejected.

11. Site Visit
    Its supplier's/BIDSer responsibility to aware about typography/access to project area. Organization can facilitate the selected bidders in securing No Object Certificate (NoC) where required.

12. Evaluation of BIDSs
    Lowest price will not be the sole criteria; quality, delivery time and previous experience will also be considered. Muslim Aid reserves the right to divide the order Lots or supplier wise.

13. Clarification meeting
    Potential Bidders can seek clarification on the BIDS dossier by email to following email and
    Email: procurement@muslimaid.org.pk
    Phone Number: +**92-0512305356** from 9:00am to 5:00pm

14. Cancellation of the BIDS procedure
    BIDS evaluation committee reserves the right to cancel/reject any or all offers without assigning any reason. BIDS might be cancelled due to non-receipt of a minimum number of bids, a change in specification of the services, cancellation/non approval of project NoC from Government, the costs exceeding budgetary limits or the project being cancelled by donor.

15. Appeals Process
    Bidders reserve the right to make an appeal against the decision of the BIDS committee. The appeals should be in writing and for the attention of the Executive Director and Muslim Aid.

16. Data protection
    Muslim Aid guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. Muslim Aid guarantees confidentiality of the procurement process.

17. Complaints Mechanism
    Following are the contact details for any complain and feedback; as per the procedures, all sensitive complaints are investigated through documented procedures.
    a) Muslim Aid, email made at complaints@muslimaid.org.pk

Doc 4: Standard Terms and Conditions

Unless the context indicates otherwise, the term "Buyer" and "Contracting Authority" refers to Muslim Aid. The term "Supplier" and "Contractor" 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/service Contract, 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 Muslim Aid 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.

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 Contracting Authority/Buyer 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 Contracting Authority/Buyer, any information that has been compiled through association with Contracting Authority/Buyer which has not been made public except with written authorization from the Contracting Authority/Buyer. These obligations do not lapse upon termination of the contract.

5.2) Standard provision "M 26: Prohibition on requiring certain internal confidentiality agreements or statements". Following points of the provision must be followed during the implementation of this contract.

a) The Contractor must not require its employees or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

b) The Contractor must notify current employees and contractors that prohibitions and restrictions of any pre-existing internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

c) The Contractor must include the substance of this provision, including this paragraph (C), in contracts under this 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 supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Contracting Authority/Buyer 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 Executive Council/Board of Director of Buyer /Donor and/or lack of funding. In such a case the Supplier shall be reimbursed by Buyer 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) 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.

12) 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 5 (five) days from being notified of any change.

13) Export License: If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses.

14) Payment Terms: Unless otherwise agreed, payment terms will be 10-15 working days from receipt of a correctly prepared invoice.

15) Ethics: The Conduct to which Contracting Authority/Buyer expects all of its suppliers to respect is as follows.

- Suppliers must adhere to International Labour Organization (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
- 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 is tolerated.
- 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 tolerated.
- Local labour laws are complied with.
- Social rights are respected

Additionally, by acceptance by a Supplier, service provider or contractor of a Contracting Authority/Buyer's supply, service or works contract, they understand and agree to abide by the terms of the (the donor/funder) safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

15.1) Environmental Standards - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

16) Rights of Contracting Authority/Buyer: 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.

16.1) The Contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the donor/funder will be informed where such practices may affect their financial interests.

17) Rights of access for test purposes: Contracting Authority/Buyer is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes. This obligation is extended to all Contracting Authority/Buyer suppliers.

18) 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.

Document 5

PRICE SCHEDULE- Winterization Kits

Please mention your bid / quote on this form dually sign and stamp on each page. All supplies are to be delivered at **District (Upper Chitral/ Lower Chitral)**

Lot No. 1: Winterization Kits.

Sr. No.	Name of Item	Required Specifications	Required Quantity (Col 5)	Unit price inclusive of all taxes, packing, but exclusive of transportation cost (that must be quoted separately at the end of the table). (To be filled in PKR by bidder) (Col 6)	Total price inclusive of all applicable taxes, packing, but excluding transportation cost, (that must be quoted separately at the end of the table). (To be filled in PKR by bidder) (Col 5 x Col 6)	Delivery Time in Days after PO / Purchase Contract To be filled by bidder
1	Quilts	Stuff: White polyester fine quality, double side, automatic sewing with cotton thread. Cover: Fine Quality Cotton Fabric, without jorr (Joint), dark colour. Weight: 2.5 kg minimum. Size: 90" x 57"	**600**			Within 7 days
2	Local Mattress	Stuff: Filled with fine quality clean white Cotton. Cover: Fine Quality Cotton Fabric, without jorr (Joint), dark colour. Size: 6.5 Feet X 3.5 Feet Weight: 4 Kg Minimum **Duly stitched from all sides in 100 % Cotton cloth**	**600**			
3	Caps	Woolen Caps (Boy 2, Girls 2)	**600**			
4	Boy Winter Shawl	Stuff: Woolen Shawl, Size: 175cm x 90 cm Minimum. Weight: 440 gms Minimum.	**600**			
5	Girl Winter Shawl	Stuff: Woolen/ Brosha best quality, Size: 175 cm x 70 cm Minimum. Weight: 245 gms Minimum.	**600**			
6	Ladies Winter Shawl	Stuff: Woolen Shawl / Brosha best quality, Size: 225 cm x 120 cm Minimum, Weight: 440 gms Minimum	**600**			

7	Men Winter Shawl	Stuff: Woolen Men shawls, Best Quality, Size: 275 cm x 150 cm Minimum, Woolen: Weight 950 gms. Minimum	**600**			
8	Socks	Socks Woolen, Made: Pakistan (Boy-2, Girls-2, Women-2, Men-1)	**600**			
9	Canvas bag	Canvas Bag for packing (Item 3 to 8). with WHH, GFFO and Muslim Aid Logos	**600**			
		Total Supplies Price without Transportation Charges in PKR – A				
		Total Transportation Cost (including loading/unloading) to deliver these Supplies in District Upper Chitral & Lower Chitral in PKR – B				
		GRAND TOTAL – (A + B)				

Name of Bidder _____ **Signature & Stamp of Bidder** _____ **Date** _____

Contact Number of Bidder_____ **Office Address of Bidder**_____

Document 6:
Bidder's Relevant Experience

Please complete the table below using the format to summarise the **major relevant supplies/services** carried out in the course of the past **3** years by the BIDSer. The number of references to be provided must not exceed **15** for the entire BIDS. We will contact listed referees to confirm reference so suppliers should notify their referees to advise them of this course of action.

NGO/Company Name	Contact Details in NGO/Co.	Country	Total Contract value	Dates	Description of Contract	Related Services/supplies Provided

Document: 7

Bidder's Declaration

In response to your letter of invitation to BIDS for the above contract, we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for call for bid. We, hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the call for bid and the conditions and time limits laid down, without reserve or restriction:

3 The price of our

4 We will grant a discount of [%], or [……] [in the event of our being awarded.

5 This BIDS is valid for a period of 03 months from the final date for submission of BIDSs.

6 We will inform Muslim Aid immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.

9 We note that Muslim Aid is not bound to proceed with this invitation to BIDS and that it reserves the right to award only part of the contract.

10 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the BIDS dossier.

11 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Muslim Aid reserves the right to terminate the contract with immediate effect.

12 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

13 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata

14 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify, we have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed

15 We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests

16 We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation

17 We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation

18 We confirm that we have read and understood all terms and conditions and agree to abide by the terms in all of our activities under any supply, service, or works contract.
Additionally, we commit to abide by the points listed below.

- 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 is tolerated.
- 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 tolerated.
- Local labour laws are complied with.
- Social rights are respected

18a Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

Yours faithfully

Name and Designation:

Date:

Signature:

Stamp: