



# **INVITATION TO TENDER**



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#### 1. Background Information on Plan International

Plan International is an independent development and humanitarian organisation that advances children's rights and equality for girls.

We believe in the power and potential of every child, but this is often suppressed by poverty, violence, exclusion and discrimination, and its girls who are most affected. Working together with children, young people, our supporters and partners, we strive for a just world, tackling the root causes of the challenges facing girls and all vulnerable children.

We support children's rights from birth until they reach adulthood, and we enable children to prepare for – and respond to – crises and adversity. We drive changes in practice and policy at local, national and global levels using our reach, experience and knowledge.

We have been building powerful partnerships for children for over 80 years and are now active in more than 75 countries.

Read more about Plan International's Global Strategy: 100 Million Reasons at <u>https://plan-international.org/strategy</u>

#### 2. Summary of the Requirement

Plan International Nepal as a humanitarian organization planning to provide humanitarian assistance to 2,583 households and 2,465 individuals by providing hygiene kit, dignity and clothing kit, education kit (for school students), winterization kit, shelter tool kit in the earthquake affected communities in the Jajarkot and Rukum West district of Nepal funded by HKNO, Disaster Relief Fund. Therefore, Plan International Nepal is planning to procure following items to distribute to **Bheri Municipality -1, Rimna, Jajarkot** as an Earthquake response to jajrkot.

S#	Item	Specification	Qty
1.	Hygiene Kit	Annex-2	800
2.	Winterization Kit	Annex-3	1,200
3.	Shelter tool kits	Annex-4	583
4.	Dignity kit	Annex-5	800
5.	Education Kit	Annex-6	1,065

#### 3. ITT Overview and Instructions

#### 3.1 Overview

Plan International are inviting interested parties to submit a **bid** for goods (as per mentioned annexes with this bid documents) as part of a competitive process for the **supply** procurement of **Emergency Earthquake relief item.** Successful Bidder(s) will be expected to enter into a **formal contract** for fixed goods on an **exclusive basis** with our organization. Plan International reserves the right not to award a contract as a result of this Invitation to Tender, or to award to multiple successful Bidders.

#### **3.2 Instructions to Tenderers**

These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is the Bidders responsibility to ensure their offer is complete and that you provide all the necessary

information asked for in the format specified, or risk your offer being rejected. Further details can be found in section 9 of this ITT document, <u>'Submission Checklist.'</u>

Women-owned businesses and companies actively engaged or advancing gender equality and women empowerment in the workplace are especially encouraged to apply.

Documents comprising this tender pack are as follows:

#### Ref No: 020-023/024 Supply of Emergency Earthquake relief item tender dossier

- Annex 1 Summary of total quantity required for the kits with specification.
- Annex 2 Hygiene Kit
- Annex 3 Winterization Kit
- Annex 4 Shelter tool kits
- Annex 5 Dignity kit
- Annex 6 Education Kit
- Annex 7 Non-Staff Code of Conduct

Tenderers are required to submit their proposal (bid), inclusive of all required annexes (hard copy), in a seal bid envelop in the address given below; No electronic submission is entertained. Offers must be received by the deadline specified in the section **'3.3 Key Dates and Timelines.'** 

Plan International Nepal, Nepal Country Office Maitri Marga, Bakhundole, Lalitpur-3, Phone: 01-5535580

The offer and all correspondence and documents related to the tender must be written in English languages

#### Each Tenderer or member of consortium or sub-contractor may submit only one offer.

Unless stated otherwise, all communications from Bidders in relation to this tender, including Clarification Questions, must be directed to <a href="mailto:nepal.procurement@plan-international.org">nepal.procurement@plan-international.org</a> and must include the ITT reference number: 020-023/024- procurement of <a href="mailto:Emergency Earthquake relief">Emergency Earthquake relief</a> item.

#### 3.3 Key Dates and Timelines

The following table outlines the key dates and timelines associated with this tender process. Plan International reserves the right to change these at any time as the tender progresses. To maintain transparency, fairness, and adequate time to prepare your offers, Plan International will inform all interested Parties of any changes to these key dates and timelines simultaneously and in a timely fashion.

Activity	Deadline Date
Issue of Invitation to Tender	January 3, 2024
Deadline for request/collect Tender dossier	On or before 27-31 March by 5.00PM
Deadline for supplier submission of clarifications questions	On or before 27-30 March, 2024 by 5.00PM
Deadline for Plan to respond to clarification questions	On or before 31 March 2024 by 5.00PM
Deadline for submission of offers (Required to submit <b>sealed proposal (bid),</b> inclusive of all required annexes (hard copy), in a seal bid envelop)	On or before 1 April, 2024 by 1.00PM

Note: Late submission of offers than the prescribed date and time will not be accepted and returned back immediately.

#### 3.4 Pricing

Bidders are required to complete the pricing schedule attached separately in 'Annex 1 to 6 for pricing schedule.' All prices must be quoted in Nepali Rupees, and exclusive of Value Added Tax (VAT).

It is expected that prices will be fixed for the duration of the contract and quotes valid for a maximum period of 90 calendar days following the Closing Date of this tender. If for any reason you are unable to guarantee fixed pricing for the duration of the contract, any projected price increases should be clearly stated in your tender.

To ensure a fair and transparent process, Plan International will not be able to divulge budget information relating to this tender or associated Projects. It is expected that Bidders submit their best possible financial offer at the point of submission.

	Criteria	Tenderers must demonstrate	Weight
Compliance	Tender Compliance and Completion	<ul> <li>Satisfactory completion of all documentation requested with sufficient information, submitted no later than the Closing Date specified.</li> <li>Agreement to our mandatory policies as set out in 'Annex A' Non-Staff Code of Conduct.'</li> <li>The company/firm should be registered with relevant authority of Nepal Government and registration should have been renewed as per the government law.</li> <li>The company/firm should be registered with Inland Revenue Office (IRO) and renewal of VAT (tax registration) for latest prevailing financial year must be submitted.</li> <li>Good Track record of accomplishment and references from previous clients including documentary evidence in shape of agreements/ contract with other international/UN organizations for similar nature of work. (if available)</li> <li>Correct bank account in the name of the company/firm to make all payments through cross cheque or through online bank transfers. SWIFT number for bank is mandatory for this quotation.</li> <li>Bid bond amount @ 2.5% of bid value (before VAT amount) of "A" class commercial bank in form of bank guarantee or Good for Payment cheque valid for 3 months should be submitted with bids.</li> <li>Successful bidder must submit a performance bond at 5% of total bid amount of "A: Class Commercial bank before signing the contract/issuing the Purchase Order.</li> <li>All Quotation Documents filled by the vendor must be signed and stamped. Signing an attached document i.e. copy of registration, company profile etc. are not mandatory.</li> </ul>	Pass/Fail. Bidders who do not meet these minimum requirements will not have their Bids further assessed.
	Lead time	<ul> <li>Lead times offered meet requirements of Project implementation (Shortest time to delivery will get high marks)</li> </ul>	20%
Technical Proposal (65%)	Ability to meet quality and Specifications	<ul> <li>Able to provide all goods/materials at the required specifications and minimum alternatives offered as mentioned in the annex</li> </ul>	40%
	Experience	<ul> <li>Previous experience in supplying of similar goods.</li> <li>Previous experience working with INGOs</li> <li>Customer References provided</li> </ul>	10%

Price (30%)	Pricing Schedule	<ul> <li>Completion of 'Annex 1 – Pricing Schedule' with all requested information</li> <li>Fixed pricing</li> <li>Economically advantageous for the organisation</li> </ul>	30%
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The successful Bidder will be required to pay their staff who work on this contract **at least** the National Living Wage.

#### 4. Specification and Scope of Requirement

Please refer to 'Annex-A, summary of total quantity required for the kits with specifications followed by Annex 1 to 6 for full details of the requirement.

#### 5. Selection Criteria

Bids will be assessed against predetermined criteria which has been developed and agreed by the Tender Panel prior to launching this Tender process. The information gathered **'Annex- 1 to 6'** and any other requested documentation, will be used to evaluate and score each Bid against this set criteria. Please find further details in the below table:

#### 6. Evaluation of offers

The Tender Panel will review all Bids to ensure they meet the minimum requirements listed under the 'Compliance' section in the above table. Following this, each Bid will be assigned a score on the basis of predetermined criteria and their associated weighted scorings.

The contract(s) will be awarded to the Bidder(s) who represent the best overall value for Plan International in terms of the evaluation criteria set out above. By participating in this tender, you acknowledge and understand that Plan reserves the right to:

- Decide not to award to any supplier
- > Decide to award to one or more suppliers
- > Decide to readvertise the opportunity
- > Not necessarily accept the lowest cost offer

#### Notification of award of contract will be issued via e-mail.

#### 7. Terms & Conditions

By submitting a Bid as part of this Tender process, you also acknowledge and understand that:

- Plan International will not be liable for any costs or expenses incurred in the preparation of your offer
- You or your company will undergo vetting checks against an Anti-Terrorism and Sanctions Database as part of due diligence protocols
- Plan International reserves the right to keep confidential the circumstances that have been considered for the selection of the offers
- Part of the evaluation process may include a presentation from the Bidder and a site visit by Plan International staff, where applicable and necessary
- > Plan International reserves the right to alter the schedule of tender and contract awarding
- Plan International reserves the right to cancel this tender process at any time and not to award any contract
- Plan International reserves the right not to enter into or award a contract as a result of this invitation to tender
- > Plan International does not bind itself to accept the lowest, or any offer

- Any attempt by the Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or Plan International during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its offers and may result in the termination of a current contract where applicable
- You accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which you hereby waive
- You have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier. You are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at Plan International's discretion
- You are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform Plan International in writing
- You declare that you are affected by no potential conflict of interest, and that you and our staff have no particular link with other Bidders or parties involved in this competition. Should such a situation arise during performance of the contract, you shall immediately inform Plan International in writing
- You accept Plan International's standard terms of payment which are **30 days** after the end of the month of receipt by Plan of a proper invoice or, if later, after acceptance of the Goods or Services in question by Plan International Ltd

### 8. Plan International's Ethical & Environmental Statement

- The organisation should establish environmental standards and good practices that follow the principles of ISO 14001 Environmental Management Systems, and in particular to ensure compliance with environmental legislation
- The organisation should seek to set reduction targets in areas where the organisation's activities lead to significant environmental impacts

Document	Form
Annex 1 to 6 - Pricing Schedule	Please complete with all requested information and return in format.
Non-Staff Code of Conduct	Please sign and date this document and return in PDF format.
<ul> <li>The company/firm should be registered with relevant authority of Nepal Government and registration should have been renewed as per the government law.</li> </ul>	Copy of company registration, and renewed document
<ul> <li>The company/firm should be registered with Inland Revenue Office (IRO) and renewal of VAT (tax registration) for latest prevailing financial year must be submitted-FY 2079/080 tax clearance certificate</li> </ul>	Copy of VAT registration, tax clearance certificate of FY 2079/080
<ul> <li>Good Track record of accomplishment and references from previous clients including documentary evidence in shape of agreements/ contract with other international/UN organizations for similar nature of work. (if available)</li> </ul>	Copy of references from two clients.
<ul> <li>Correct bank account in the name of the company/firm to make all payments through cross cheque or through online bank transfers. SWIFT number for bank is mandatory for this quotation.</li> </ul>	Information sheet in writing. Or copy of bank details such as leaf of the cheque.
<ul> <li>Bid bond amount @ 2.5% of bid value (before VAT amount) of "A" class commercial bank in form of bank guarantee or Good for Payment cheque valid for 3 months should be submitted with bids</li> </ul>	Bank guarantee or Good for Payment cheque valid for 3 months.

#### 9. Submission Checklist

	Quotation Documents (Annex-1 to 6) filled by the vendor ust be signed and stamped.	Signed and stamped copy of filled Annex 1 to 6.			
	Thank you for your quotation.				
(a)	a) We agree all the terms and conditions attached here with.				
(b)	Bidders must apply for all items.				
(c)	) Delivery date by vendor after PO issued: <b>Delivery up to Bher</b> i Municipality -1, Rimna, Jajarkot must be no later than <mark>30 April 2024</mark>				
(d)	If any conditions:				
(e)					
Signature of Authorized Person:					
Name of Authorized Person:					
Name of Firm/Company:					
Address: Contact #:					
E-mail ID:					
Company Seal/Stamp					

All offers, inclusive of any annexes or supporting documents, <u>including of legal documents</u>, must submitted.



# SUPPLIER AND CONSULTANT CODE OF CONDUCT

# INTRODUCTION

Plan International, Inc., including its subsidiaries, regional offices, country offices, liaison offices, and the international headquarters ("**PII**") is committed to achieving its mission of a just world that advances children's rights and equality for girls.

Suppliers & consultants of PII are considered trusted associates of the organisation. The actions and behavior of suppliers & consultants (whether inside or outside of the PII offices and environment) can positively impact PII's ability to achieve its mission but can also undermine PII's ability to achieve its mission and damage PII's reputation.

As such, PII expects all suppliers & consultants that it engages with to manage their work and behavior in a way that complies with this Code of Conduct ("**Code**").

# **APPLICATION AND SCOPE**

This Code applies to all suppliers & consultants who are engaged by or on behalf of PII.

The Code forms part of the contract that a supplier or consultant enters into with PII. A failure to adhere to the Code could result in that supplier or consultant's engagement with PII being terminated. In agreeing to this Code, suppliers & consultants confirm that they also hold their employees, subsidiaries, sub-contractors, consultants, and third parties that they engage accountable to the values and standards in this Code.

PII recognises that local laws and culture can differ considerably from one country to another and as such, this Code should be read in conjunction with applicable local laws.

Where a supplier or consultant through their work with PII has direct access to or engagement with children and young people, they must also read and comply with PII's "Global Policy on Safeguarding Children and Young People".

Functional Area	Supply chain
Business Owner	Director of Supply Chain
Version	final
Approval Body	LeadTeam
Approval Date	29.06.2020
Effective Date	01.07.2020
Applicability and Exceptions	All suppliers & consultants engaged by Plan International Inc., including its subsidiaries, country offices, regional offices, liaison offices, and international headquarters.
Related policies	Global Policy on Safeguarding Children and Young People.

# RESPONSIBILITIES





#### **SAFEGUARDING** Supplier & consultants agree:

- To conduct their work in a way that prevents violence against children and promotes fair chance to everyone.
- To treat children and young people in a manner that is respectful of their rights and to not discriminate against girls.
- To protect all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes.
- That where suppliers or consultants engage directly with children and young people, they will comply with PII's "Global Policy on Safeguarding Children and Young People".



## **LABOUR & HUMAN RIGHTS**

Suppliers & consultants agree:

- To not employ children (under 18).
- To not engage in slavery, forced labour, human trafficking, unfair working practices or inhumane working conditions.
- To create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, verbal or psychological harassment or abuse.
- To ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, ethnic background, sex, gender, sexual orientation, age religion or belief and political opinion.
- To immediately report any concerns or suspicions in relation to slavery, forced labour, human trafficking, unfair working practices or inhumane working conditions.
- To ensure the payment of fair wages in full and directly to the workers concerned.
- To fulfill their obligations under local law regarding social contributions & tax payments.
- To maintain full compliance with all laws and regulations applicable to their business.



#### SAFETY AND SECURITY Suppliers & consultants agree:

- To ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment, and processes under their control are safe and without risk to the health of their employees.
- To take due care to ensure their work product meets relevant national or international standards.

- To develop, implement, and maintain processes appropriate to their products to remove the risk of introducing counterfeit parts and materials into deliverable products.
- To report any security or safety incidents occurring where working with, for or on behalf of PII.



#### PROFESSIONAL CONDUCT AND ETHICAL BEHAVIOUR Suppliers & consultants agree:

- To ensure that individual behaviour does not bring PII into disrepute.
- To be open, honest and show integrity in working with PII.
- Where using PII's equipment, to not use it to view, download, create or distribute inappropriate material.
- To not use any PII related premises or sites other than for PII authorized activities.
- To not engage in arms manufacture, sale or export to governments which violate the human rights of their citizens.
- To reduce or eliminate waste of all types, including water and energy, at the source or by practices such as recycling and re-using materials; and to undertake initiatives to promote environmental responsibility and sustainability.

	BRIBERY,	FRAUD	AND
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Ľ.	Suppliers &	consultants	agree:

- To not engage in any form of bribery, both giving or receiving.
- To implement measures to prevent opportunities for fraudulent activities to be undertaken by its employees.
- To report any suspected or confirmed incident relating to bribery, fraud or nepotism at the earliest opportunity to PII and will not withhold any relevant information for any investigation.
- To ensure the proper use of PII's resources and prevent them from theft, fraud or other damage (where in their control).-

"**Bribery**": This is the offering, giving, promising or accepting of any financial incentives from one person to another in order to influence a decision or obtain an unfair advantage.

**"Fraud**": This is civil or criminal deception, intended for unfair or unlawful financial or personal gain or to cause loss to another party, such as by misappropriation of assets, abuse of position, collusion, false representation and/or prejudicing someone's rights.





#### CONFLICT OF INTEREST Suppliers & consultants agree:

• To report any actual, possible or potential conflict of interest and declare to relevant management or a contact within PII if the supplier or consultant is party to any business relationship with any organisation or person with whom PII does business if that relationship creates a potential conflict of interest to working with PII.



#### TERRORISM AND FINANCIAL CRIME

Suppliers & consultants agree:

- To not employ, provide funds, economic goods or material support to any entity or individual designated as a "terrorist" and anyone carrying out "terrorist activities" as defined under the relevant national legislation. Note that PII may carry out various verification checks.
- Where a supplier or consultant is incurring expenses on behalf of PII, to conduct its own verification checks where possible to check that PII resources are not paid to a sanctioned entity or used to support terrorism.
- To not engage in money laundering and will take reasonable steps to prevent involvement in any money laundering activities.



## INICIDENT REPORTING

#### Suppliers & consultants agree:

- To report any concern or matter in relation to their own organisation, PII or a third party which contravenes this Code to their PII contact. Where not possible to report to their PII contact or feel uncomfortable to do so, report any concerns or suspicions using Safecall<sup>1</sup> through the dedicated telephone number appropriate for the country location (as displayed in all Plan International offices), or www.safecall.co.uk/report or email to plan@safecall.co.uk.
- To support any investigation into suspected, alleged or known breaches of this Code.



## DATA PROTECTION

Suppliers & consultants agree:

- To keep information relating to PII or its staff or beneficiaries confidential unless disclosure is a requirement of the law or they have the explicit permission of PII to do so.
- To have measures in place to aid the ethical treatment of data including appropriate collection, storage, processing, sharing and deletion of data.
- To ensure informed, freely given consent is obtained when collecting data.

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers and consultants to PII. PII also expects that suppliers encourage and work with their own suppliers and subcontractors to ensure that they also meet the principles of this Code of Conduct.

PII asks suppliers to promptly report deviations from this Supplier Code of Conduct to the relevant PII member for resolution between the supplier/consultant and that member.

□ If you are a consultant having direct involvement with children and young people, you confirm by signing this document that you also have read and signed the PII "Global Policy on Safeguarding Children and Young People"

I, undersigned [Name & Title]

representing [name of the company]

declare that I understand the requirements of the above code of conduct and undertake to comply with them in the course of my activities.

Date & Signature:

<sup>1</sup> **Safecall**: An external provider of an ethics telephone hotline and online reporting system, with the ability to handle reports in over <u>170 languages</u>. When an individual telephones Safecall they will automatically be offered a series of languages appropriate to the location they are calling from.

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