

Terms of Reference (ToR)

FOR SUPPLYING MHM KITS FOR HSRP, NUWAKOT

Project Title	Health System Recovery Project, Nuwakot
Type of project	Health
Location	Bidur-04, Nuwakot
Name of the company/firm	External company/firm/supplier
Deadline of EOI/Tender submission	5 th August, 2018
Anticipated completion of project	15 October, 2018

1.0 GENERAL INTRODUCTION

Good Neighbors International (GNI) Nepal has been working in Nepal since 2002 with the objective of improving lives of the poor people especially children through education, child protection, and income generating activities, health, WASH, and disaster risk reduction. GNI Nepal has been operating its activities in 20 districts.

GNI Nepal with support from the Korea International Cooperation Agency (KOICA) has been implementing Health System Recovery Project (HSRP) in two Municipalities and five Rural Municipalities of Nuwakot District since December 2015 with the major objective of improving the health status and psychosocial well-being of community members through post-disaster recovery. In total, 10 former VDCs of Nuwakot (Belkot, Charghare, Duipipal, Ghyangphedi, Likhu, Okharpauwa, Panchakanya, Ratmate, Suryamati and Thaprek) are the working areas of HSRP.

One of the major objectives of the project is to improve adolescent sexual and reproductive health (ASRH) status in the project area. Various activities on ASRH are being conducted in communities, schools and health posts of project areas. One of those activities is Menstrual Hygiene Management program for adolescent girls (education and skill training) in public schools. To change the behavior towards healthy MHM practices among girls, HSRP has planned to provide girls (6-12 grades) a MHM kit with necessary hygienic materials.

2.0 OBJECTIVES

The objective of purchasing MHM (Menstrual Hygiene Management) kits is adolescent girls for promotion of healthy menstrual hygiene behavior. This TOR will frame the general terms and conditions applicable to potential firms/supplier to supply MHM kits to HSRP Nuwakot.

3.0 SCOPE OF THE WORK

The scope of MHM kit supplies shall include accurate quantity of materials and appropriate quality as specified in the technical specification. The firm/supplier is expected to:

1. Collect appropriate quantity and quality of items of kit as listed
2. Prepare a kit box of quality materials as specified
3. Print visibility logos and message in kit box as given
4. Print MHM manual booklet as per given specification
5. Packaging of all items and prepare final kits.
6. Delivery of kits to Project office Nuwakot

4.0 BIDDING DOCUMENTS

The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. The bidder is expected to examine the bidding Documents, including TOR. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every aspect may result in the rejection of the Bid.

5. 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 either in 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.

5.3 Bid Price

5.3.1 Bidders shall quote for the entire scope of supply with a breakdown 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.

5.3.2 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.

5.4.5 Prices quoted by the bidder shall be "Firm" and not subject to any price adjustment during the performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

5.4 Bid Currencies

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

5.5 Period of Validity of Bid

5.5.1 Bids shall remain valid for 365 days from the date of opening of the bid.

5.6.2 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-Attorney 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.

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 *"ITB for supplying MHM kit for HSRP, Nuwakot"*.

6.1.2 The Bidder has the option of sending the bids in person. Bids submitted by Telex/Telegram/Fax will not be accepted.

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 GNI-Nepal/ HSRP Nuwakot after the deadline for submission of Bids will be declared "Late" or "Rejected" and will not be included in further selection process.

7.0 EVALUATION OF BID

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.

9.0 EVALUATION AND COMPARISON OF BIDS

The evaluation of Bids shall be done based on the delivered cost competitiveness basis and bidder's experiences in similar supplies.

10.0 PROCESS TO AWARD THE 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 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.

13.0 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. The successful Bidder shall be required to furnish a letter of acceptance within 5 days of issue of the letter of intent /Notification of Award by Purchaser.

14.0 DURATION

The successful bidder should start working in the scope of works immediately after signing the agreement and delivery of all kits should be done before September 30, 2018. All financial settlement will be done before October 15, 2018.

15.0 BUDGET AND MODE OF PAYMENT

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

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

HSRP project Office shall release 25% of the agreed amount as an advance upon signing the agreement. Upon delivery of all ordered kits in proper condition and quality and upon receipt of bills/invoices, the project office shall release the remaining amount.

16.0 GENERAL QUALIFICATION OF THE FIRM

All public, private and non-governmental organization/ firms/company registered under the authorized agency of the government of Nepal having the proven experience in the related field is eligible to submit the ITB.

The company/firm with expertise as outlined below

- a) Proven knowledge and experience of the work on MHM kits supply is desirable.
- b) Good understanding and knowledge of good governance
- c) Ability to maintaining transparency and accountability
- d) Company/firm should have PAN, Company registration, VAT registration and Tax clearance certificates etc.

17.0 RESPONSIBILITIES OF THE COMPANY/FIRM

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

18.0 RESPONSIBILITIES OF GNI Nepal/ HSRP PROJECT OFFICE Nuwakot

Remaining within the policies and practices of organizations involved in process, its primary responsibility is to help company/firm to achieve the objective of this ToR.

19.0 DOCUMENTS TO BE SUBMITTED BY THE BIDDER

- a. A copy of company/firm registration
- b. A copy of Tax clearance certificate(latest)
- c. VAT and PAN registration
- d. Audit Report (latest)
- e. Organization's profile
- f. Statements and documents, if any, acknowledging the individual and/or company's capability for carrying out the similar kind of services
- g. Testimonials/ References
- h. Any other relevant documents

20.0 MANAGEMENT OF THE WORK

The selected company/firm shall manage the assignment and be accountable for the timely delivery of the expected quality service. The selected company/firm shall perform task in coordination with HSRP, Nuwakot.

21.0 TERMINATION OF THE CONTRACT

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

22.0 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.

23.0 COPYRIGHT

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

24.0 HOW TO SUBMIT THE PROPOSAL/BID

The proposal/bid should reach the address below via courier or hand delivery by the 5 August, 2018, 17 hrs (Local Time). Please, enclose the proposal in an envelope, **do seal** and mark it with "ITB for Supplying MHM kits for HSRP, Nuwakot" and send to:

Health System Recovery Project

Good Neighbors International Nepal

Bidur- 4, Nuwakot

Or

Good Neighbors International Nepal

Ekantakuna-13, Lalitpur

GPO Box 8975, EPC 1605

Kathmandu, Nepal

Annex 1: List of items in a MHM kit

SN	Particular	Quantity	Specification	Remarks
1	Sanitary pad	1 pack	6 pc/pack	
2	Small towel handkerchief	1 pc	25*25 cm High quality material	
3	Laundry soap	1 pc	150 gram	
4	Hand washing Soap	1 pc	75 gms	
5	Soap case	1 pc	single case	
6	Nail Cutter	1 pc	Material: Carbon Steel Size: 81.2*16.8mm	
7	MHM kit box with zipper	1 pc	as per specification	
8	Medium Scissor	1 pc	Chinese, easy to use, plastic handle	
9	Comb	1 pc	Single piece	
10	Rope (Polyethyeline)	1 pc	5 Meter	

Annex 2: Specification of Kit Box

Size: 20cm*15cm*8cm

Partition: Two (Vertically or horizontal-TBD)

Type of material: Hard Nylons

Colour: Parrot Green

Zipper: High quality easy to use placed at upper side and in round

Portable having carrying belt/handle at the middle in the front side

Appropriate internal material in inside of the bag along with partition material

Annex 3: Specification of Visibility logos and Messages

Logos: printed on the upper side of the kit box with 2*2 size- 3 in number

Logo should be in colour

Kit box name: 15cm*2cm (printed in colour in upper side)

Message in the kit box: 15cm *4 cm (Written in 2 lines in both left and right side)

Note: Final design will be provided by the HSRP, Nuwakot.

Annex 4: Specification of MHM manual Booklet printing

Size: 3.75" x 5"

Number of Pages: 14 pages (inside 12 and 2 cover page)

Print: in colour

Printing: Back to Back printing

Cover Page: 250 GSM art board

Inside Paper: 150 GSM art board

Cover Lamination: Matt Lamination

Binding: Side stitching

Note: Final e-copy will be provided by HSRP- Nuwakot

Annex 5- Bidding Document

Supply of Menstrual Hygiene Management (MHM) kit							
S.N	Particulars	Specification	Required Quantity	Brand	Unit Cost/ Rate	Total in figure	In Words
1	Sanitary pad	6 pc/pack	3000 pac				
2	Small towel handkerchief	25*25 cm	3000 pc				
3	Laundry soap	150 gram	3000 pc				
4	Hand washing Soap	75 gms	3000 pc				
5	Soap case	single case	3000 pcs				
6	Nail Cutter	single pc	3000 pcs				
7	MHM kit box with zipper	as per specification	3000 pcs				
8	Medium Scissor	Chinese, easy to use, plastic handle	3000 pcs				
9	Comb	Single piece	3000 pcs				
10	Rope (Polyethylene)	5 Meter	15000 mtr				

11	Kit Box printing	as per specification	3000				
12	MHM manual booklet printing	as per specification	3000				
13	Packaging cost	Kit box with all materials including manual	3000				
14	Delivery cost	To HSRP- Bidur, Nuwakot					