

Tender Document

Supply of Silt/Bhal

at

M-3IC

Bid Submission Date & Time : 1400 Hours , 13th April 2015
Bid Opening Date & Time: 1430 Hours, 13th April 2015



**Faisalabad Industrial Estate Development and Management Company
(FIEDMC)**

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Faisalabad**

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UAN : 041-111-343-362

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Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding/Tender Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. <http://www.ppra.punjab.gov.pk>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by **Bid Security (Earnest Money)**, as part of Financial bid in favor of "FIEDMC". The complete bids as per required under this tender document, must be delivered to the FIEDMC OFFICE **as mentioned above**. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the FIEDMC till 9th April 2015. Any query received after said date may not be entertained. All queries shall be responded to within due time. FIEDMC may host a Q&A session, if required, at FIEDMC premises. All Bidders shall be informed of the date and time in advance.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the works/supplies awarded under this Bid Process will be entertained by the FIEDMC. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the supplies/works and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the FIEDMC will be permitted.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the FIEDMC office.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The FIEDMC will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3 Tender Scope

Following requirements define the scope of work of this tender.

- 3.1. The Selected Bidder will be responsible for all the works and supplies as mentioned in Terms & Conditions.
- 3.2. Selected Bidder must ensure that the works & supplied item meets terms & conditions.

4 Tender Eligibility/Qualification Criteria

- 4.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
 - 4.1.1 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies/firms/individuals which are validly registered with tax departments can participate.
 - 4.1.2 has submitted bid for all works/goods/material and bid security against total quoted cost.
 - 4.1.3 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory).

5 Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the FIEDMC shall in no case be responsible / liable for those costs / expenses.

6 Joint Venture / Consortium

Joint venture / Consortium are not eligible for this tender.

7 Amendment of the Tender Document

- 7.1 The FIEDMC may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 7.2 The FIEDMC shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 7.3 The FIEDMC may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule of Punjab Procurement Rules, 2014.

8 Preparation / Submission of Tender

- 8.1 The Tender shall be in two parts i.e. **the technical proposal and the financial proposal**.
- 8.2 Technical Proposal shall comprise the following, **without quoting the price**:
 - 8.2.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted).
 - 8.2.3 Covering letter duly signed and stamped by authorized representative.
 - 8.2.4 Technical Brochures / Literature if any
 - 8.2.5 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency,

Organization or autonomous body or Private Sector Organization anywhere in Pakistan

8.2.6 Valid Registration Certificate for Tax.

8.2.7 Experience for doing the same nature of business. 03 number of documented proof in shape of work/supply completion certificates, Work/Supply Orders/Contracts shall be considered. Minimum quantity for supply of each work must be 100,000 cft.

8.3 The Financial Proposal shall comprise the following:

8.3.1 Financial Form

8.3.2 Bid Security (**Earnest Money**)

8.4 This is made obligatory to affix authorized signatures with official seal on all original documents, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

9. Tender Price

9.1 The quoted price shall be:

9.1.1 best / final / fixed and valid until completion of all works and delivery i.e. not subject to variation / escalation;

9.1.2 Amount in Words & Figures and must be in Pak Rupees only;

9.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.

9.1.4 including all charges up to the delivery point at M-3 IC.

9.2 Where no prices are entered against any work(s) & item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

10. Bid Security (Earnest Money)

10.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:

10.1.1 for a sum equivalent to 2% of the Total Tender Price;

10.1.2 Denominated in Pak Rupees:

10.1.3 as part of financial bid envelope, failing which will cause rejection of bid.

10.1.4 in the form of Demand Draft / Pay Order, in the name of the FIEDMC;

10.2 The Bid Security shall be forfeited by the FIEDMC, on the occurrence of any / all of the following conditions:

10.2.1 If the Tenderer does not accept the corrections of his Total Tender Price; or

10.2.2 If the Tenderer, having been notified of the acceptance of the Tender by the FIEDMC during the period of the Tender validity, fails or refuses to furnish works and Goods in accordance with the Tender Document.

10.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid, while the unsuccessful bidders of financial bid will be returned the Bid Security only without Financial Form.

11. Tender Validity

The Tender shall have a minimum validity period of **30 days** from the last date for submission of the Tender.

12. Modification / Withdrawal of the Tender

12.1 The Tenderer may, by written notice served to the FIEDMC, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

12.2 The Tender withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

13. Opening of the Tender

13.1 Tenders shall be opened **as mentioned above** in the presence of the Tenderer(s)/Bidders/Vendors, In case the last date of bid submission falls in / within the official holidays / weekends of the FIEDMC, the last date for submission of the bids shall be the next working day.

13.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the FIEDMC may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

14. Clarification of the Tender

The FIEDMC shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such Correction is sole discretion of the FIEDMC.

15. Correction of errors / Amendment of Tender

15.1 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

15.2 No credit shall be given for offering delivery period earlier than the specified period.

16. TECHNICAL EVALUATION CRITERIA

ELIGIBILITY MARKS: A technically eligible bidder, based on conditions listed in this document The Bidders who have duly complied with the Eligibility against all works will be eligible for further processing.

TECHNICAL EVALUATION CRITERIA

Category	Description	Points
Legal (Mandatory)	Valid Tax Registration	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must)	Mandatory
	03 Number of documented proofs in shape of work completion certificates, Work/Supply Orders/Contracts etc, with minimum quantity of Supply of 100,000 cft for each work/supply.	Mandatory

17. FINANCIAL PROPOSAL EVALUATION

17.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue mentioned above. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

17.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price

evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the FIEDMC, the contractor shall be bound to adjust the same in the Financial Proposal.

17.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

17.3 The FIEDMC will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

18 Rejection / Acceptance of the Bid

18.1 The FIEDMC shall have the right, at his exclusive discretion, to increase / decrease the quantity up to 15% of any or all work(s) and item(s) without any change in unit prices or other terms and conditions, at the time of order placement. The FIEDMC may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The FIEDMC shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The FIEDMC shall incur no liability, solely, by virtue of its invoking Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Punjab Procurement Rules, 2014).

19. Acceptance Letter

As per Punjab Procurement Rules 2014, the FIEDMC shall issue the Acceptance Letter/Purchase order to the successful Tenderer, at least after 07 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender.

20. Delivery & Execution Scheduled

20.1 The delivery time for the supply of silt/bhal is 20 days commenced from the date of issuance of work/supply order.

21. Inspection and Testing

- 21.1 The FIEDMC shall inspect and test the Goods supplied, Works carried out, under the Contract/PO/Supply Order, to verify their conformity to the Terms & Conditions.
- 21.2 The FIEDMC may reject the supply if they fail to conform to the terms & conditions, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Terms & Conditions, within three working days, free of cost to the FIEDMC.
- 21.3 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

22. Warranty & Maintenance Period

- 22.1 The Contractor shall warrant to the FIEDMC that the supplied item by the Contractor, under the Contract are, as per Terms & Conditions .
- 22.2 Free, on site repair / replacement of defective / damaged item, within 24 hours of intimation.

23. Payment

- 23.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 23.2 The Contractor shall submit request for Payment, to the FIEDMC. The Application for Payment shall: be accompanied by such invoices, receipts etc.
- 23.4 The FIEDMC shall pay the amount verified within fifteen days (15). Payment shall not be made in advance and against partial delivers. The FIEDMC shall make payment for the work carried out, as per Government policy, in Pak Rupees, through cheque.
- 23.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of

Pakistan.

24. Forfeiture of Earnest Money/Performance Guarantee

- 24.1 The Earnest Money shall be considered as Performance Security of Successful bidder and shall be forfeited by the FIEDMC,
 - 24.1.1 If the Contractor fails / delays in performance of any of the obligations, under this Tender Document violates any of the provisions / commits breach of any of the terms and conditions of this tender document/Contract, the FIEDMC may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 24.2 Failure to carry out the work and supply of required items within the specified time period (“Delivery Period”), Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.
- 24.3 Performance guarantee shall be retained till the completion of supply.

25. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

ANNEXURE-A

Financial Form

Sr.	Particulars	BOQ Items			
		Total Qty	Unit	Per Unit Rate Rs:	Amount (Rs)
1	Supply of Silt/Bhal	120,000	CFT		
	Total Amount in Words Rs:-----				

1. Amount of Earnest Money Rs: _____ , DD/Pay Order # _____ , Bank Name: _____

Date _____

Signature of authorized person

Name:

(Company Seal)

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Terms & Conditions

1. Supply are required to be completed in all respects to the satisfaction of Employer.
2. Total Quantity of supply : 120,000 CTF.
3. Only Canal or river Silt/ Bhal shall be provided.
4. Silt/Bhal shall be dry and without weeds.
5. Before delivery source of silt/bhal shall be inspected and approved by Employer/Re. Change of source shall be made with the prior approval of Employer/Rep. All supply shall also be inspected by Employer/rep at site
6. All costs are required to be included in the rates quoted by the bidders.
7. No escalation shall be admissible on any ground and the price(s) shall remain fixed.
8. Bidder shall fill the financial form and to sign all the documents. **Complete Tender Documents** shall be the part of contract.
9. Payment will be made for the quantities of provided supply. Bidder to include all costs of materials, transportation, labor, taxes and any other cost required to complete the supply in all respects to the satisfaction of Employer.