

Tender Document

Procurement of Concrete Safety Barriers

Bid Submission Date & Time : 1400 Hours , 13th Feb 2017

Bid Opening Date & Time: 1430 Hours, 13th Feb 2017



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

**1st Floor , FCCI Complex, East Canal Road , Canal Park,
Faisalabad**

Ph # 041-9230231-34

UAN : 041-111-343-362

www.fiedmc.com.pk

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

All tenders must be submitted their bids as per **Single Stage – One Envelope Procedure Punjab “ Rule # 38. of PPRA 2014** These may be obtained from PPRA’s website. <http://www.ppra.punjab.gov.pk>

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by 2 % **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 must be received in writing to the FIEDMC before 5 days of closing date. 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 the supply, installation, commissioning transportation, loading/unloading and fixing of Concrete Safety barriers in all aspects at M-3 Industrial City.(As per Scope of Work /Specification "Annexure A")

3.2. Selected Bidder must ensure that the supplied equipment is fully operational, new, and original, performs properly and meet Specification.

4. Tender Eligibility/Qualification Criteria

4.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

4.1.1 Must be registered with Tax Authorities and active tax payer 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 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/letterhead 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 one part i.e. the financial proposal. The envelopes shall be clearly marked with Financial proposal in bold and legible letters to avoid any confusion.

- 8.2. Submission of undertaking on legal valid and attested stamp paper/ letter head 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.

8.3 The Financial Proposal shall comprise the following:

8.3.1 Financial Form (Annexure B)

8.3.2 Bid Security (**Earnest Money**).

8.3.3 Sales tax, NTN Certificate.

9. Tender Price

- 9.1 The quoted price shall be:
- 9.1.1 Best / final / fixed and valid until completion of all works/supplies 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 industrial City.
- 9.2 Where no prices are entered against any work(s) & item(s), the price of that item shall be deemed 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 (two) 02% of the Estimated Price i.e Rs: 250,000/-;
 - 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

11. Tender Validity

The Tender shall have a minimum validity period of **45 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. Rejection / Acceptance of the Bid

16.1 The FIEDMC shall have the right, at his exclusive discretion, to increase / decrease the quantity 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).

17. Delivery/Duration

The delivery time of the supply is 30 days commenced from the date of Purchase Order.

18. Inspection and Testing

18.1 The FIEDMC shall inspect and test the Goods supplied, under the PO/Supply Order, to verify their conformity to the Specifications at source of vendor/final destination.

18.2 The FIEDMC may reject the Goods, the Services or the Works if they fail to conform to Specifications, 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 Specifications, within three working days, free of cost to the FIEDMC.

18.3 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

20. Warranty

20.1 The Contractor shall warrant to the FIEDMC that the Goods supplied by the Contractor, under the PO/Supply order are, brand new and non- refurbished.\

20.2 Free, on site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation;

21. Payment

21.1 The Contractor shall provide all necessary supporting documents along with invoice.

21.2 The Contractor shall submit request for Payment, to the FIEDMC. The Application for Payment shall: be accompanied by such invoices, receipts etc.

- 21.3 The FIEDMC shall pay the amount verified within fifteen days (15). Payment shall not be made in advance and against partial deliveries. The FIEDMC shall make payment for the work carried out, as per Government policy, in Pak Rupees, through cheque.
- 21.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

22. Forfeiture of Earnest Money/Performance Guarantee

- 22.1 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, the FIEDMC may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 22.2 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.
- 23.3 Performance guarantee shall be retained till the completion of all supplies.

25. Taxes and Duties

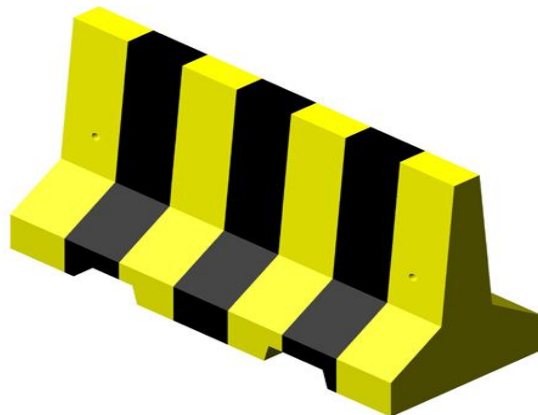
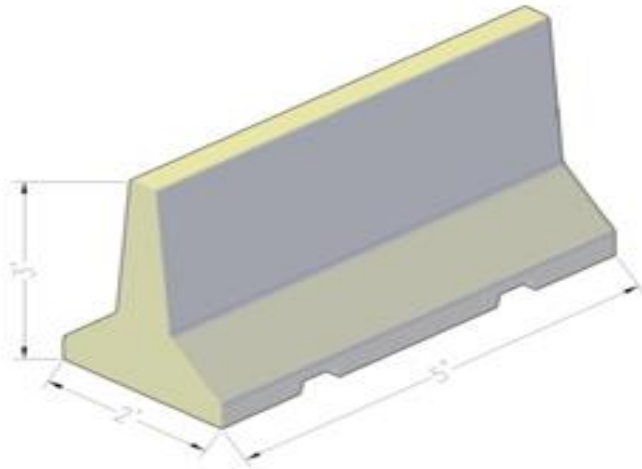
The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed. The Contractor shall make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

Annexure A

Scope of Work/Specification.

1. Supply, Installation, Commissioning, Transportation, Loading/Unloading and Fixing of Precast Concrete Jersey Safety barriers 16 (Sixteen) in numbers in all aspects at M-3 Industrial City.
2. Each barrier must have 800 kg minimum weight
3. Concrete ratio (1:2:4).
4. Concrete mixture shall be proportioned and mixed to meet the minimum strength level.
5. Concrete Design Strength – 3,500 psi in 28 days.
6. All casting surfaces shall be of smooth, nonporous materials.
7. Top quality light reflecting paint Yellow & Black

Diagram of Safety Barrier:



Annexure- B

Financial Form

Price Schedule/ Financial Cost Sheet

Company/Firm Name : _____						
NTN # _____						
Sales Tax Number : _____						
Item #	Description	No of Units/ QTY	Unit Rate (Excl. Taxes) Rs.	Total Taxes Per unit	Unit Rate (Incl. all Taxes) Rs.	Total Cost (Incl. all Taxes) Rs
1	Precast Concrete Jersey Barriers	16				
Total Bid Price						Rs:
Total Cost (in words) Rs. _____						

Notes to Price Table:

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

(Earnest Money is 02% of Estimated Value i.e. Rs. 250,000/-)

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.

Annexure -C

Undertaking:

I the undersigned Mr. _____ authorized on behalf of
Messrs _____ declare and confirm that the information provided herein is true,
accurate and correct. I agree that all terms & conditions and qualifications listed anywhere in this tender
document have been satisfactorily vetted.

Signature

Date

Name :- _____

Designation _____

Note: Required to be submitted on Company/Firm Letter Head Page.