TENDER DOCUMENTS

FOR

The Supply of Fertilizers

Tender No. FWSF 205/TDA BKR 1/2019-20

FINE WOOL SHEEP FARM 205/TDA
DISTRICT BHAKKAR
INSTRUCTIONS FOR THE BIDDERS

A. GENERAL CONDITIONS

1. INTRODUCTION

1.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

1.2 A prospective bidder requiring any clarification(s) in respect of tender documents may notify to FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR’s concerned officer in writing. The concerned FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR officer will respond to any request for clarification, which is received well before (approximate 05 working days or more) to the deadline for the submission of bids. Copies of FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR response will be forwarded to all prospective bidders or added as an addendum to the tender document at the website.

1.3 Government duty or any other tax levied should be clearly mentioned separately in the quotation. Any tax/duty if not mentioned will have to be paid by the successful bidder.

2. ELIGIBLE BIDDERS

Tendering is open for all who meet following criteria:-

2.1 Have relevant experience in the supply and service of different articles mentioned in the tender documents, with private and or government organizations.

2.2 Registered with income tax and sales tax departments of Pakistan (if applicable), and must be Active on the FBR website on the stipulated date and time.

2.3 Have never been black listed from any government organization and will submit an affidavit/ certificate on 20 Rupees Stamp paper to this effect along with the bid.

3. SUBMISSION AND OPENING OF BIDS

3.1 The financial and technical bids will be enclosed separately in a single envelope. The envelopes should be marked as “Technical Bid” and “Financial Bid” in bold and eligible letters to avoid any confusion.

3.2 Original copy of the earnest money should be attached to the financial proposal whereas its photocopy must be attached with the technical proposal.

3.3 The “Technical Bid” will be opened on due date & time preferably in the presence of the firms/suppliers or their authorized representatives.

3.4 Sealed quotations for the purchase of Fertilizers as per quantity attached should reach the office of the MANAGER, FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR by 09.11.2018 upto 11.00 am which will be opened at 02.00 pm on the same day in the presence of tenderers or their authorized representatives. Price of Tender Documents Rs. 500/-.

3.5 Rate should be quoted in Pak Rupees.
3.6 The quantities of fertilizers are mentioned. However this can be reduced / increased or discontinued according to the budgetary provisions.

4. AMENDMENT OF TENDER DOCUMENTS
4.1 At any time prior to the deadline for submission of bids, the Fine Wool Sheep Farm 205/TDA District Bhakkar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing addendum.

4.2 Any addendum thus issued shall be part of the tender documents. To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR may at its discretion extend the deadline for submission of bids.

5. LANGUAGE OF DOCUMENTS
5.1 Bid documents and all correspondence will be in English language.
5.2 The bid should have a covering letter on printed letter pad of the firm. All pages of the bid shall be initialed/ signed and official seal be affixed by the authorized person(s).

6. RATE
6.1 Rates should be quoted in Pak Rupees.
6.2 The Rate quoted should be final, and clearly defined in written/ typed without any ambiguity.
6.3 The Rate should include all the government taxes (including GST etc. if applicable).
6.4 The bidder shall be deemed to have obtained all information as to all their requirements thereto which may affect the bid Rate.
6.5 The validity period of the Rate should be clearly mentioned. Rate should be valid for at least one month from the date of opening of the tender.

7. TENDER SECURITY / EARNEST MONEY
7.1 The bidder shall furnish a tender security/ earnest money equal to 5% of estimated cost in the form of Deposit Call, Bank Draft or a Bank guarantee issued by a scheduled bank of Pakistan in favor of MANAGER, FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR valid for a period 30 days beyond the bid validity date.
7.2 Any bid not accompanied by an acceptable tender security shall be rejected by the FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR as non-responsive.
7.3 The tender securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender security whichever is earlier. The tender securities of bidders, who are not in competition, can be returned earlier at FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR discretion upon receiving a request.
7.4 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
7.5 The tender security may be forfeited:
   i. If a bidder withdraws his bid during the period of bid validity.
ii. If the bidder does not accept the correction of his bid Rate.
iii. In the case of successful bidder, if he fails to furnish the required performance security or sign the contract agreement.

8. **DEADLINE FOR SUBMISSION OF BID**

8.1 The bid shall be delivered in person or through courier service which should reach the office of the **MANAGER, FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR** up to **09.11.2018** till 11:00 am.

8.2 Sealed bid should be dropped in the tender box placed at the reception counter of office of the Manager Fine Wool Sheep Farm 205/TDA District Bhakkar on or before the prescribed time on given date.

8.3 Bid should be submitted in sealed envelope having necessary information regarding tender notice and warning message “**DO NOT OPEN BEFORE November 09, 2018** (12:00 pm).

8.4 Bid received through e-mail or fax will not be accepted,

8.5 Any bid received after the date and time of tender opening will be returned unopened to the bidder.

8.6 Bids will be opened on **November 09, 2018** (02:00 pm) in the presence of interested bidders.

9. **MODIFICATION & WITHDRAWAL OF BID**

9.1 Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids. The modified bid envelope should clearly indicate the word “Revised Bid”

9.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.

10. **CLARIFICATIONS / CORRECTIONS OF BID**

10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the Rate or substance of the bid shall be sought, offered or permitted.

10.2 Arithmetical errors will be rectified on the following basis:

10.3 If there is a discrepancy between unit Rate and total Rate that is obtained by multiplying the unit Rate and quantity, the unit Rate shall prevail and total Rate shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected

10.4 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security will be forfeited.

11. **EVALUATION OF BIDS**

11.1 A bid determined as substantially non-responsive will be rejected and will not be allowed subsequently to be made responsive by the bidder by correction of the non-conformity.

11.2 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole.
12. **CONFIDENTIALITY OF THE PROCESS**
12.1 No bidder shall contact Fine Wool Sheep Farm 205/TDA District Bhakkar on any matter relating to its tender from the time of opening till the time contract is awarded.
12.2 Any effort by a bidder to influence Fine Wool Sheep Farm 205/TDA District Bhakkar in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.
12.3 The Competent authority can modify at any stage the number /quantity of advertised items according to the availability of funds, requirement etc.

13. **COMPLIANCE CERTIFICATE**
The bidder will furnish a compliance certificate with the bid as per enclosed format (Annexure-A).

14. **POST QUALIFICATION:**
14.1 In the absence of pre-qualification, the tender committee will determine to its satisfaction whether the substantially responsive, lowest evaluated bidder is qualified to satisfactorily perform the order.

14.2 The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidences of the bidder’s qualifications as well as such other information as the committee deems necessary and appropriate.

15. **AWARD CRITERIA & FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKKAR’S RIGHT**
15.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be technically qualified to satisfactorily perform the order.

15.2 The Fine Wool Sheep Farm 205/TDA District Bhakkar reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to the acceptance of a bid or proposal, without thereby incurring any liability to the affected bidders.

15.3 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposal, but shall not be required to justify those grounds.

15.4 Conditioned offers are not acceptable.

**IMPORTANT CONDITIONS OF CONTRACT / WORK ORDER**

1. **PERFORMANCE SECURITY / BANK GUARANTEE**
1.1 The successful bidder shall furnish to the Fine Wool Sheep Farm 205/TDA District Bhakkar a performance security equivalent to 10% of the total ordered value, in the shape of bank guarantee valid for a period of **One month (as per appended proforma)**.

1.2 The performance security/bank guarantee shall remain as such till the termination of the contract.
1.3 Failure of the successful bidder to furnish acceptable performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.

2. **CONTRACTORS RESPONSIBILITIES**

2.1 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

2.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

2.3 The Government of Punjab has allocated funds to the Manager FWSF 205/TDA District Bhakkar for the completion of work under the relevant head of Account during the financial year, 2019-2020 (herein referred to as the “Procuring Agency”).

2.4 This Invitation for Bids is open to all original suppliers /authorized Sole Agents of Foreign Principals in Pakistan for the supply.

2.5 The bidder must possess valid authorization from the Foreign Principal.

2.6 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

2.7 All goods and related services to be supplied under the contract shall have their origin in eligible source Countries and all expenditures made under the contract shall be limited to such goods and services.

2.8 For the purpose of this clause, (a) the term “Services” includes any Services that are the subject of this Invitation for Bids.

2.9 The successful bidder shall carry out the supply properly and in accordance with the contract / supply order. The contractor shall provide all supervisions, labour, materials and contractor’s equipment which may be required.

2.10 The contractor shall not subcontract the whole or any part of the delivery.

3. **TIME FOR COMPLETION**

3.1 The contractor shall complete the supply within **given period** from the date of issuance of supply order / signing of contract or the date or time specified in this regard.

4. **WARRANTY / SERVICES**

4.1 The contractor will warrant that an items supplied under the contract is of good quality and as per specification.
4.2 FINE WOOL SHEEP FARM 205/TDA DISTRICT BHAKKAR shall promptly notify the contractor in writing of any claims/deficiency arising under this warranty and the contractor will redo the defective portion of work at reasonable speed without any cost effect.

5. **TERMS OF PAYMENT**

5.1 Payment of contract Rate shall be made to the contractor subject to followings:
   a. Satisfactory supply as per supply order.
   b. Submission of proper invoices, delivery challans etc.
   c. Retention of warranty money.

5.2 All the payments shall be made through cross cheque in Pak Rupees.

5.3 Taxes will be deducted as per government rules at the time of payment.

6. **DEFAULT BY CONTRACTOR**

6.1 If the contractor fails to perform, refuses or fails to comply with a valid instruction of the Fine Wool Sheep Farm 205/TDA District Bhakkar, the Fine Wool Sheep Farm 205/TDA District Bhakkar may give notice stating the default.

6.2 If the contractor has not taken all practicable steps to rectify the default within 14 days after receipt of Fine Wool Sheep Farm 205/TDA District Bhakkar notice, the Fine Wool Sheep Farm 205/TDA District Bhakkar may by a second notice cancel the order and performance security will be confiscated.

7. **SPECIFICATIONS OF FERTILIZERS**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Items</th>
<th>Quantity (Approximate)</th>
<th>Approximate Cost (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DAP (Nitrogen 18%, P₂O₅ 46%)</td>
<td>400 bag</td>
<td>1800000/-</td>
</tr>
<tr>
<td>2</td>
<td>Urea (Nitrogen 46%)</td>
<td>300 bag</td>
<td>750000/-</td>
</tr>
</tbody>
</table>

**Note:-**
- The fertilizers should not be imported one.
## Annexure-“A”

### COMPLIANCE SHEET

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Complied</th>
<th>Not Complied</th>
<th>Partially complied (give details)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Deposit slip of tender Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Tender Security / Earnest Money</td>
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<tr>
<td>3.</td>
<td>GST Registration Certificate</td>
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<tr>
<td>4.</td>
<td>Income Tax Registration Certificate</td>
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<tr>
<td>5.</td>
<td>Valid Original Authorization letter from the firm</td>
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<tr>
<td>6.</td>
<td>Affidavit regarding performance &amp; black listing</td>
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<td></td>
</tr>
</tbody>
</table>

**Signature & Seal of the Supplier**