



BID DOCUMENT

FOR

The Supply of Silage Wrapping Film

No.PLDDB/SIL/BD/2013/003

INSTRUCTIONS FOR THE BIDDERS

A. GENERAL CONDITIONS

1. INTRODUCTION

- 1.1 PLDDB desires to purchase/procure Silage Wrapping Film listed in the SUPPLIES section as per given Specifications.
- 1.2 All the transportation for delivery of Silage Wrapping Film at final destination shall be the responsibility & at the cost of the vendor/supplier.
- 1.3 The bidder shall ensure supply of Silage Wrapping Film at the final destination.
- 1.4 The bidder shall bear all costs associated with the preparation and submission of its bid and the PLDDB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Biding process.
- 1.5 A prospective bidder requiring any clarification(s) in respect of Bid document may notify to PLDDB concerned officer in writing. The concerned PLDDB 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 PLDDB response will be forwarded to all prospective bidders or added as an addendum to the Bid document at the website.
- 1.6 The bidder shall clearly mention the **country of origin of the offered item (Silage Wrapping Film)** all the relevant technical literature in English should be attached with the bid.

2. ELIGIBLE BIDDERS

Biding is open for all who meet following criteria:

- 2.1 The bidder should be a Supplier/Distributor/Dealer/Commercial Importer.
- 2.2 Having relevant experience of such item with private and/or government organizations.
- 2.3 Have strong professional/business relations with Principal firms.
- 2.4 Have never been black listed from any government organization and will submit a certificate to this effect along with the bid.

3. SUBMISSION AND OPENING OF BIDS

- 3.1 Procurement process as envisaged under rules 36(b) of the PPRA Rules 2009.
- 3.2 The bids shall comprise a sealed COVER containing two separate sealed envelopes and each envelop shall contain separately the **“Technical Proposal”** and **“Financial Proposal”**. Each envelop should be separately marked as “Technical Proposal” and “Financial Proposal” in bold and legible letters to avoid any confusion.

- 3.3 The envelope for “**Technical Proposals**” will be opened first in the presence of bidders or their representative willing to be present and shall be evaluated as to its responsiveness to the specifications and other laid down conditions.
- 3.4 The envelope for “**Financial Proposal**” of only technically responsive bids will be opened for financial comparison. The date and time of opening of financial proposals will be communicated subsequently to the technically responsive bidders only.
- 3.5 Financial proposal of the non-compliant bidder will not be opened and returned as such.

4. **AMENDMENT OF BID DOCUMENTS**

- 4.1 At any time prior to the deadline for submission of bids, the PLDDB may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents by issuing addendum.
- 4.2 Any addendum thus issued shall be part of the Bid documents. To afford bidders reasonable time in which to take an addendum into account in preparing their bids, the PLDDB 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/singed and official seal be affixed by the person(s) authorized to sign.

6. **PRICE**

- 6.1 Prices should be quoted in form of proforma invoice from the principal.
- 6.2 The price quoted should be firm, final, and clearly written/typed without any cutting or over writing.
- 6.3 The price should include all the government taxes (including GST if applicable), duties, delivery and other charges etc.
- 6.4 The rates/prices shall be entered against each item given at **Annexure- 1** and shall be evaluated package wise.
- 6.5 The bidder shall be deemed to have obtained all information as to all their requirements there to which may affect the bid price.
- 6.6 The validity of the rate/price quoted by the bidder shall be one year from the date of execution of the contract.

7. **BID SECURITY/ EARNEST MONEY**

- 7.1 The bidder shall furnish a Bid security/earnest money (**Annexure-3**) equivalent to 2% of the Bid value in the form of Deposit at Call, Bank Draft or a Bank guarantee issued by a scheduled bank of Pakistan/First class foreign bank in favor of PLDDB valid for a period of 30 days beyond the bid validity date.
- 7.2 Any bid not accompanied by acceptable Bid security/earnest money shall be rejected by the PLDDB as non-responsive.
- 7.3 The Bid security/earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of earnest money whichever is earlier.
- 7.4 The Bid security/earnest money of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 7.5 The Bid security/earnest money of the successful bidder shall be forfeited:
- i. If the bidder after opening of the bid withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of successful bidder, if he fails to furnish the required performance security or refuse/delay signing of the contract/agreement within the stipulated time.

8. **DEADLINE FOR SUBMISSION OF BID**

- 8.1 The bid shall be delivered in person or through courier service which should reach the PLDDB Head Office, 11 Shami Road, Cantt, Lahore not later than 14:00 hours on the bid closing date (15 days after publication of the advertisement).
- 8.2 Sealed bid should be submitted through registered courier service or dropped in the Bid box placed at the reception counter of PLDDB Head Office on or before the prescribed time on given date.
- 8.3 Bid should be submitted in sealed envelope having necessary information regarding Bid notice and warning message "DO NOT OPEN BEFORE September 20, 2013 (14:00 hours).
- 8.4 Bid received through e-mail or fax will not be accepted.
- 8.5 Any bid received after the date and time of Bid opening will be returned unopened to the bidder.

8.6 Technical Bid will be opened on September 20, 2013 at (14:00 hours) in the presence of interested bidders or their representatives.

9. **MODIFICATION & WITHDRAWAL OF BID**

9.1. Any bidder who intends to modify or withdraw his bid after its submission may do that provided a written notice to this effect is received by the concerned officer prior to the deadline for submission of bids.

9.2 No bid shall 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 may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response thereto shall be in writing. No change in the price or substance of the bid shall be permitted.

10.2 Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price 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.

10.3 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security/earnest money 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 bid evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole.

11.3 **Technical evaluation** will be carried out to examine in detail whether the items offered by the bidder complies with the technical provisions of the Bid documents. For this purpose, the bidder's data submitted with the bid will be compared with the technical features/criteria formulated by the PLDDB.

12. Evaluation Criteria & Scoring (Total 100 marks)

12.1 Technical evaluation carrying 50 marks

Attributes		Maximum Marks	Marks Distribution	Basis
Business Profile:				
a)	Financial Strength	10	10	More than or equal to 150 Million turnover as commercial importer
			7	100 – 149 Million turnover as commercial importer
			5	50 – 99 Million turnover as commercial importer
			3	Less than 50 Million turnover as commercial importer
b)	Authorized Product dealer/Partner	5	5	Authorized Dealer/Distributor
			3	Others (Under certificate from exporter/foreign principal)
Industry experience:				
a)	Company established as commercial importer	5	5	05 Years or more
			3	3-4 Years
			2	Less than 3 years
b)	Number of references	10	10	05 or more clients
			5	3-4 clients
			2	1-2 clients
Product detail:				
a)	Country of Origin/ Manufacturer of Silage Wrapping Film to be supplied	10	10	Western Europe
			0	Others
b)	Delivery schedule	10	10	Within ten (10) weeks of signing of contract
			5	10-11 weeks of signing of contract
			0	More than eleven (11) weeks but not later than twelve (12) weeks (if the bidder does not deliver the silage wrapping film within specified time then his bid security/earnest money will be forfeited/confiscated)

50

Note: Minimum passing criteria for technical evaluation is 40 % of total 50 marks, i.e. 20 marks. Any bidder failing to achieve minimum marks will not qualify for financial evaluation.

12.2 Financial Evaluation carrying 50 marks based as follows:

Lowest Bidder

50 marks

Other Bidders

*empirical cost base formula

***empirical cost base formula**

1st step

$A = (\text{higher price} - \text{lowest price}) \div \text{lowest price}$

2nd step

$B = (1 - A) \times 50$

13. **CONFIDENTIALITY OF THE PROCESS**

- 13.1 No bidder shall contact PLDDB on any matter relating to its Bid from the time of opening to the time of announcement of the evaluation report.
- 13.2 Any effort by a bidder to influence PLDDB in the Bid evaluation, bid comparison or order award decision may result in the rejection of his bid.
- 13.3 Before the opening of Bid, the Competent Authority can modify at any stage the No./quantity of advertised items according to the availability of funds, requirement etc.

14. **COMPLIANCE CERTIFICATE**

The bidder will furnish a compliance certificate with the bid as per enclosed format (Annexure-2).

15. **POST QUALIFICATION:**

- 15.1 In the absence of pre-qualification, the Bid committee will determine to its satisfaction whether the substantially responsive, best evaluated bidder is qualified to satisfactorily perform the order.
- 15.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications as well as such other information as the committee deems necessary and appropriate.

16. **AWARD CRITERIA & PLDDB's RIGHT**

- 16.1 The contract will be awarded to substantially responsive best evaluated bidder, provided that such bidder has been determined to be technically qualified to satisfactorily perform the order.
- 16.2 The PLDDB reserves the right to accept or reject any bid, and to annul the Bidding process and reject all bids, at any time prior to the acceptance of bid proposal, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the PLDDB's action.

B. SPECIAL CONDITIONS FOR CONTRACT/PURCHASE ORDER

1. PERFORMANCE SECURITY / BANK GUARANTEE

- 1.1 The successful bidder shall furnish to the PLDDB a performance security equivalent to 5% of the contract value from a schedule bank in Pakistan, in the shape of bank guarantee valid for a period of **3 months (Annexure- 4)**.
- 1.2 The performance security/bank guarantee shall be further extended if the deliveries of Silage Wrapping Film are delayed.
- 1.3 Failure of the successful bidder to furnish acceptable performance security shall constitute sufficient grounds for the annulment of the offer for contract and forfeiture of the bid security.
- 1.4 The bank guarantee will be released subject to the satisfactory delivery (Post Shipment Inspection by PLDDB) of items supplied under the contract as per specification/purchase order.

2. SUPPLIER/CONTRACTOR'S RESPONSIBILITIES

- 2.1 The supplier/contractor shall carry out the delivery properly and in accordance with the contract/purchase order. The supplier/contractor shall provide all supervisions, labour, materials and supplier/contractors equipment which may be required.
- 2.2 The supplier/contractor shall not subcontract the work or any part thereof.

3. TRANSPORTATION / PACKING

All types of transportation for delivery of Silage Wrapping Film at final destination will be the responsibility of the supplier/contractor. Supplier/contractor shall ensure proper/international (if applicable) packing of item to avoid deterioration of items.

4. TIME FOR COMPLETION

- 4.1 The supplier/contractor shall complete the supply within specified time from the date of issuance of purchase order/signing of contract or the date or time specified in this regard.

4.2 LIQUIDATION DAMAGES

If the supplier/contractor fails to supply the Silage Wrapping Film within the time for completion, the supplier/contractor's shall be charged with LD of an amount equivalent to 0.5% per week maximum of 10% value of the supplies required to be made with in that period. The liquidation damages may be claimed from the bank performance guarantee.

5. WARRANTY / SERVICES

- 5.1 The supplier/contractor will warrant that the Silage Wrapping Film supplied under the contract are Self-Clinging Stretch Films prepared from recyclable LLD polyethylene and as per specifications given in Annexure-1. The warranty shall remain valid for the given period after the Silage Wrapping Film has been delivered to the final destination.
- 5.2 PLDDB shall promptly notify the supplier in writing of any claims arising under this Warranty and the supplier will replace the defective Silage Wrapping Film at promptly without any cost effect.

6. INSPECTION / ACCEPTANCE / RECEIPT OF SUPPLIES

The ultimate consignee (PLDDB) or his representative(s) will be responsible for inspection and issuing acceptance certificate of items subject to satisfactory completion of delivery of items as per requirement. Alternatively the PLDDB concerned officer will notify the discrepancies for rectifications. Ultimate consignee (PLDDB) will also be responsible for the receipt of items and provision of space.

7. TERMS OF PAYMENT

- 7.1 Payment of contract price shall be made to the supplier/contractor subject to followings:
- a. Irrevocable Letter of Credit will be opened by the PLDDB in favour of the exporter/foreign principal.
 - b. Pre-shipment inspection by an IFIA member company designated by the PLDDB for the purpose shall be the responsibility of exporter/local supplier. However, the Pre-shipment inspection fee shall be borne by the PLDDB.
 - c. The supplier shall be responsible for customs clearance, transportation and delivery of goods at final destination. However, all the port handling charges, customs clearance, transportation and unloading charges actually incurred by the supplier shall be reimbursed by the PLDDB on production of original paid bills/invoices.
 - d. PLDDB shall provide necessary undertakings/documents to facilitate the clearing process.
- 7.2 All the payments, other than L/C, shall be made through cross cheque in the Pak Rupees.
- 7.3 Taxes will be deducted as per government rules at the time of payment.

8. DEFAULT BY SUPPLIER/CONTRACTOR

- 8.1 The supplier/Contractor shall be deemed to have defaulted if fails to supply the Silage Wrapping Film/item as per contract obligation.

8.2 It has not taken all possible steps to ratify the default within 14 days after receipt of PLDDB notice; the PLDDB may by a second notice revoke the contract. In such case the bank performance guarantee shall be forfeited.

9. ASSIGNMENT

Neither the Purchaser nor the supplier shall sublet, in whole or in part, their obligations under this Contract, except with prior written consent of the third party.

10. FORCE MAJEURE

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

10.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

10.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. TERMINATION

11.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part;
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (b) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption,
- (c) in the event the Purchaser terminates the Contract in whole or in part, Clause 11.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

11.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

11.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods/items, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/items and Related Services previously procured by the Supplier.

Annexure-“1”

Specifications of Silage Bale Wrapping Film

PLDDB is inviting the sealed quotations for supply of Silage Wrapping, Self Clinging Stretch Films prepared from recyclable LLD polyethylene having following specifications;

Category	Film Dimensions	Thickness	No. of Roles	Color	Tear Resistance	Elongation	UV Protection
Inner Film	1280 mm X 2300 m	13 mu	240	White	MR 40 MPa QR 35 MPa	MR 550 % QR 750 %	12 Months
Outer Film	750 mm x 1500 m	25 mu	320				
Outer Film	500 mm x 1800 m	25 mu	160				

Annexure-“2”

ELIGIBILITY CRITERIA

Clause.#	Description	Complied	Not Complied	Partially complied (give details)
1	Deposit slip of Bid price			
2	Bid security/Earnest Money			
3	Registration as manufacturer/Supplier			
4	GST Registration Certificate			
5	Income Tax Registration Certificate			
6	Valid Original Authorization letter from the exporter firm/principal			
7	Latest audited accounts			
8	Incorporation certificate/Partnership deed			
9	Reference list with addresses & contact numbers			
10	Undertaking regarding the expected delivery period in weeks (exact number)			
11	Manual/original printing material of Supply item			
12	Affidavit regarding performance & black listing			

Signature & Seal of the supplier

Annexure-“3”

FORMAT OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No.-----

Dated at Lahore, the -----

To:

The Chief Executive Officer,
Punjab Livestock and Dairy Development Board (PLDDB)
11-Shami Road, Lahore Cantt

Dear Sir,

WHEREAS M/S _____ (hereinafter called the Bidder) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favour in the sum of _____ (IN FIGURE) _____ (IN WORDS) against your Bid Document No. _____ dated _____ for supply / installation of _____.

WE HEREBY AGREE AND UNDERTAKE:

- i. To make unconditional payment of Rs. _____ to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer,
- ii. To keep this guarantee in full force from (date) _____ upto _____ (date) _____ the date until which the Bidder's offer is valid.
- iii. To extend the period of guarantee if such extension be necessary beyond the date stated in para (ii) above and as so desired by the Bidder.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Annexure-“4”
BANK GUARANTEE FOR PERFORMANCE BOND

Bank Guarantee No. -----

Date of Issue -----

Valid up to -----

Value (Rs.) -----

From,

M/S _____

To,

The Chief Executive Officer,
Punjab Livestock and Dairy Development Board
11-Shami Road, Lahore Cantt

SUBJECT: B/G FOR _____ ON BEHALF OF _____ FOR DUE AND FAITHFUL PERFORMANCE ORDER NO. _____ DATED _____.

Whereas M/s _____ (hereinafter called the supplier) have requested us to furnish a Bank Guarantee in your favor in the sum _____ (IN WORDS) _____ as performance security against order

No. _____ dated _____ to be concluded between the supplier and Punjab Livestock and Dairy Development Board (PLDDB), 11-Shami Road Lahore Cantt.

WE HEREBY AGREE:

- 1). To make an un-conditional payment of _____ to you on demand without any further question or reference to the supplier upon failure of the supplier to perform the Order for which you will be the sole judge.
- 2). To keep this guarantee valid in full force from this date up to the time of the due and faithful completion of the Order under reference (the schedule of implementation shall be as described in the Purchase order and its subsequent amendments) or till _____ whichever date is later. The faithful completion of the order by the supplier will be intimated by the PLDDB.
- 3). To extend the period of the enforceability of this guarantee if such extension be necessary or desired by you of us. All claims there under must be submitted to the Bank of _____ on or before the expiry date mentioned in this guarantee are the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation there under after the said expiry date.

Dated This Day of

Authorized Signature: _____

& Seal of bank

Witness: _____

Sworn & Sign before me

this day of.....

by. _____