



TENDER DOCUMENTS

FOR

The Supply of Silage Wrapping Film

No.PLDDB/SIL/BD/2013/004

INSTRUCTIONS TO THE BIDDERS

A. GENERAL CONDITIONS

1. INTRODUCTION

- 1.1 PLDDB desires to procure items listed in the SUPPLIES section as per given specifications on Freight on Receipt (**FOR**) basis.
- 1.2 All the transportation for delivery of Silage Wrapping Film at final destination shall be the responsibility of the vendor/supplier.
- 1.3 The supplier shall provide warranty/services of its supplied equipment 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 tendering process.
- 1.5 A prospective bidder requiring any clarification(s) in respect of tender documents 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 tender document at the website.
- 1.6 The bidder shall clearly mention the country of origin of the offered items. All the relevant technical literature in English should be attached with the bid.

2. ELIGIBLE BIDDERS

Tendering is open to all who meet following criteria:

- 2.1 The bidder should be a Supplier/Manufacturer/ Distributor/Commercial Importer /Authorized Dealer for supplies.
- 2.2 Have relevant experience in supplying of such items with private and or government organizations.
- 2.3 Have strong after sale support structure with trained manpower and excellent relations with Principal firms.
- 2.4 Registered with income tax and sales tax departments of Pakistan (if applicable).
- 2.5 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 The bids shall comprise a single sealed package containing two separate sealed envelopes; each envelope shall contain separately the financial proposal and the Technical Proposal. The envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid any confusion.
- 3.2 The earnest money should be in the envelope for financial proposal.
- 3.3 The envelope for **“Technical Proposals”** will be opened first in the presence of bidders. It will be then evaluated as to meet the given specifications and other laid down conditions.
- 3.4 The envelope for **“Financial Proposals”** 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 successful bidders of technical proposals.
- 3.5 Financial proposal of the non-compliant bidders will not be opened and returned as such.

4. AMENDMENT OF TENDER 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 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 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/ signed and official seal be affixed by the person(s) authorized to sign.

6. PRICE

- 6.1 Prices should be quoted in Pak Rupees on (Freight on receipt) FOR basis.
- 6.2 The price quoted should be firm, final, and clearly written/ typed without any ambiguity.
- 6.3 The price should include all the government taxes (including GST if applicable), duties, delivery charges etc.
- 6.4 The rates / prices shall be entered against each item given at **Annexure “A”**

- 6.5 The bidder shall be deemed to have obtained all information as to all their requirements thereto which may affect the bid price.
- 6.6 The validity period of the price should be clearly mentioned. Price should be valid for at least 03 months from the date of opening of the tender.
- 7. TENDER SECURITY / EARNEST MONEY**
- 7.1 The bidder shall furnish a tender security/ earnest money equivalent to 2% of the value of purchase 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 CEO, PLDDB valid for a period 30 days beyond the bid validity date. Any bid not accompanied by an acceptable tender security shall be rejected by the PLDDB 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 PLDDB 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 price.
 - 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 sent by the courier mail which should reach the PLDDB Head Office, 11 Shami Road, Cantt. Lahore, till **December 04, 2013 on or before 13.00 hours**
- 8.2 Sealed bid should be put in the tender box placed at the reception of PLDDB HQ on or before the prescribed time on given date.
- 8.3 Bid should be submitted in sealed envelope having necessary information about tender notice and warning message **“DO NOT OPEN BEFORE December 04, 2013 (14:00 hours)**
- 8.4 No open, e-mailed or faxed bid will be accepted.
- 8.5 Any bid received by the PLDDB concerned officer after the date and time of tender opening will be returned unopened to such bidder.
- 8.6 Technical Bid will be opened on **December 04, 2013 at (14:00 hours) 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 with-drawl is received by the concerned officer prior to the deadline for submission of bids. The modified bid envelop 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 price or substance of the bid shall be sought, offered or 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 tender security 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.
- 11.3 **Technical evaluation** will be carried out to see whether the item offered by the bidder complies with the technical provisions of the tender documents. For this purpose, the bidder's data submitted with the bid will be compared with the technical features/criteria of works detailed in the technical provisions as under;

12. **CONFIDENTIALITY OF THE PROCESS**

12.1 No bidder shall contact PLDDB on any matter relating to its tender from the time of opening to the time of contract is awarded.

12.2 Any effort by a bidder to influence PLDDB in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.

13. **COMPLIANCE CERTIFICATE**

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

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 evidence of the bidder's qualifications as well as such other information as the committee deems necessary and appropriate.

15. **AWARD CRITERIA & PLDDB'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 PLDDB reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, 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.

IMPORTANT CONDITIONS OF 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 total ordered value, in the shape of bank guarantee valid for a period of **six (06) months (as per appended Performa)**.

The performance security /bank guarantee shall be further extended if the delivery/ demonstrations are delayed.

- 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 contractor shall carry out the delivery properly and in accordance with the contract / purchase order.
- 2.2 The contractor shall not subcontract the whole of the works.
- 2.3 The contractor shall not subcontract any part of the delivery without the consent of the PLDDB.

3. **TRANSPORTATION / PACKING**

All types of transportation for delivery of equipment at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international (if applicable) packing of equipment to avoid deterioration of equipment etc.

4. **TIME FOR COMPLETION**

- 4.1 The contractor shall complete the supply within **given period** from the date of issuance of purchase order / signing of contract or the date or time specified in this regard.
- 4.2 **Late completion:**

If the contractor fails to supply within the time for completion, the contractor's only liability to the PLDDB for such failure shall be to pay an amount equivalent to 0.5% per day maximum to 10% value for which he fails to complete the delivery.

5. **WARRANTY / SERVICES**

- 5.1 The contractor will warrant that the store supplied under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for the given period after the goods have 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 repair / replace the defective stores at reasonable speed without any cost effect.

6. INSPECTION / ACCEPTANCE / RECEIPT OF STORE

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

7. TERMS OF PAYMENT

7.1 Payment of contract price shall be made to the contractor subject to followings:

- a. Satisfactory supply of store at final destination.
- b. Submission of proper invoices, delivery challans etc.
- c. Retention of warranty money

7.2 All the payments 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 CONTRACTOR

8.1 If the contractor fails to supply & demonstrate the equipment, refuses or fails to comply with a valid instruction of the PLDDB, the PLDDB may give notice and stating the default.

8.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of PLDDB notice, the PLDDB may by a second notice cancel the order and performance security will be confiscated.

Annexure-“A”

Specifications of Silage Films

Item No	Name of the item	Features	Specifications	Unit price in Pak Rupees
1	Inner Film	Film Dimension	1280 mm X 2300 m	
		Thickness	13 mu	
		Tear Resistance	MR 40 MPa QR 35 MPa	
		Elongation	MR 550 % QR 750 %	
		VU Protection	12 Months	
		Color	White	
		Made in	Western Europe	
		Quantity	240 Rolls , Quantity may be increased or decreased	
2	Outer Film	Film Dimension	750 mm x 1500 m	
		Thickness	25 mu	
		Tear Resistance	MR 40 MPa QR 35 MPa	
		Elongation	MR 550 % QR 750 %	
		VU Protection	12 Months	
		Color	White	
		Made in	Western Europe	
		Quantity	320 Rolls , Quantity may be increased or decreased	
3	Outer Film	Film Dimension	500 mm x 1800 m	
		Thickness	25 mu	
		Tear Resistance	MR 40 MPa QR 35 MPa	
		Elongation	MR 550 % QR 750 %	
		VU Protection	12 Months	
		Color	White	
		Made in	Western Europe	
		Quantity	160 Rolls , Quantity may be increased or decreased	

**Annexure-“B”
COMPLIANCE SHEET**

Clause . #	Description	Complied	Not Complied	Partially complied (give details)
1	Introduction, Scope of tender & Source of Funds			
2	Eligible Bidders			
3	Submission & Opening of bids			
4	Amendment of Tender Documents			
5	Language, Documents			
6	Price			
7	Tender Security / Earnest Money			
8	Deadline for submission of bids			
9	Modification & Withdrawal of bid			
10	Clarifications/correction of bid			
11	Evaluation of Bids			
12	Confidentiality of the process			
13	Compliance Certificate			
14	Post qualification			
15	Award Criteria & PLDDB's Right			
Contract Conditions				
1	Performance Security / Bank Guarantee			
2	Contractor responsibilities			
3	Transportation / Packing			
4	Time for Completion			
5	Warranty / Services			
6	Inspection / Acceptance / Receipt of Store			
7	Terms of Payment			
8	Default by contractor			

Signature & Seal of the Supplier

**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
11-Shami Road, Lahore Cantt

Dear Sir,

WHEREAS M/S _____ (hereinafter called the Tenderer) 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 Tender Notice No. _____ dated _____ for supply of _____.

WE HEREBY AGREE AND UNDERTAKE:

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

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: _____

BANK GUARANTEE FOR PERFORMANCE BOND

Bank Guarantee No. -----
Date of Issue -----
Valid upto -----
Value (Rs.) -----

From: _____

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 favour 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, 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. _____