

# TENDER DOCUMENTS

*Supply of Fertilizers, Pesticides & Herbicides*

HORTI/17/01

## BOARD OF MANAGEMENT SIE

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**For any clarifications:**

*Horticulture Officer, BOMSIE*  
0320 5400523

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## PREFACE

Sundar Industrial Estate is a **state-of-the-art industrial estate** which was inaugurated in **February 2007** and is the first project assigned to the Punjab Industrial Estates Development & Management Company (PIEDMC). It was envisioned to be an island of facilitation for prospective industrialists. The objective was to develop an industrial estate where issues of residents are handled and problems solved through 'One Window' operations. There are over four hundred factories in production (as of March 2016) and an additional 150 are expected to join in production within the next year.

SIE has infrastructure comparable to any modern industrial estate globally.

After analyzing the needs of entrepreneurs, SIE has ensured availability of the following amenities.

- Reinforced Concrete Road Network
- Underground Sewerage System
- Underground Electricity Distribution System
- Walled industrial estate with limited entry/exit points.
- Telecommunications System
- Fully Equipped Fire Station
- Technical Training Facilities
- Estate-operated Security Arrangements
- Hospital / Emergency Medical Services (Social Security)
- Mosque
- Petrol Stations

In continuation of the above developments and the maintenance of these facilities, the Board of Management is inviting interested parties to bid for the provision of goods and/or works as stated in the document as follows.

## I. INVITATION TO BID

1. Board of Management Sundar Industrial Estate (BOM-SIE), working under Punjab Industrial Estate Development & Management Company (PIEDMC), a Semi Government Organization invites sealed bids from the original manufacturers / authorized distributors / suppliers and contractors registered with the Income Tax, Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for the Supply of Fertilizers, Pesticides & Herbicides.
2. Bidding documents, containing detailed terms and conditions, etc. are available through Horticulture Officer, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore. Price of the bidding documents is Rs. 500 (Non Refundable) Bidding documents can also be downloaded from [sie.com.pk/downloads/](http://sie.com.pk/downloads/) or the Punjab PPRA website free of cost.
3. The technical and financial bids, prepared in accordance with the instructions in the bidding documents as well as 2% percent bid security (of estimated cost) must reach at **Horticulture Officer's Desk, Gate #2, Board of Management Sundar Industrial Estate** on or before 6<sup>th</sup> October, 2017 at 10:30 am. The technical & financial proposal shall be opened at 12:05 am on 6th October, 2017. This advertisement is also available on PPRA website at [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk).

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## II. INSTRUCTION TO BIDDERS

### 1. Scope of Bids

The Board of Management Sundar Industrial Estate (BOMSIE) seeks a bidder for the Supply of Fertilizers, Pesticides & Herbicides for its Horticultural Projects at Sundar Industrial Estate.

### 2. Source of Funds

The purchase will be funded from within BOMSIE's yearly budget. BOMSIE is a body established by the Punjab Industrial Estate Development and Management Company (PIEMDC), a public-private partnership company formed by the Government of Punjab.

### 3. Eligible Bidders

The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid as mentioned below. Bidders that do not fulfil the following eligibility criteria shall automatically be deemed disqualified:

- 3.1. Registered with the Income Tax, Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue.
- 3.2. Shall not be blacklisted by any government, semi-government and autonomous bodies.
- 3.3. Must submit the required bid security alongside the bid and ensure that the bid reaches the concerned office before the deadline.
- 3.4. Shall provide correct information wherever required and shall refrain from providing misleading information during all stages of procurement.

### 4. Demonstration of Capabilities

The bidder shall provide documents as per the Sub-Clauses below to demonstrate its past experience with such projects. Bidders must possess and provide further evidence, if required, of the following to the satisfaction of the procuring agency.

- 4.1. In the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder shall provide proof of having been duly authorized by the Goods manufacturer or producer to supply the goods.
- 4.2. The bidder should demonstrate having worked with public sector organizations for Supply of Fertilizers, Pesticides & Herbicides.
- 4.3. Bidder must demonstrate that supplier has at least 02-years' experience in the supply of similar goods.

## **5. One Bid per Bidder**

5.1. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified and bids submitted by him shall not be considered for evaluation and award.

## **6. Product Samples**

6.1 All bids must be accompanied with samples of all items on the list. The items must be packaged properly and must mention COMPANY NAME, NAME OF TENDER and “SAMPLES” alongside a list of all the items with quantities provided.

6.2. Samples shall be returned in case of rejection of bid, or in case of technically responsive bidder, within the bid validity period.

6.3. Samples do not necessarily have to include Sundar logo in relevant places. Logos of other companies are applicable as long as the material does not deviate from the requirement as well as the final goods delivered.

## **7. Language of Bidders**

The Bid prepared by the Bidder and all correspondence and documents relating to the procurement exchanged by the Bidder and Procuring Agency shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## **8. Accompanying Documents / Samples**

The bid prepared by the bidder shall comprise the following components:

8.1. Covering Letter

8.2. Form of Bid duly filled, signed and sealed.

8.3. Schedules to Bid duly filled and signed, in accordance with the instructions contained therein.

8.4. Bid Security will be as per instructions given in Instructions to Bidders in clause (12).

8.5. Documentary evidence as per Tender Documents that the bidder is eligible to bid.

8.6. Product Samples shall be provided as per the instructions in clause (6).

8.7. Other documents, if any, prescribed in Particular Conditions of Contract or elsewhere within these Bid Documents.

**Note:** Any deviation from the above mentioned instruction may lead to rejection of bid.

## **9. Bid Prices**

The bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the products/ items delivered and works to be performed under the contract. Prices on the Schedule of Prices shall conform with the total bid amount as per the Form of Bid.

9.1. The bidder shall fill in rates and prices for all the goods described in the Schedule of Prices.

9.2. The bidder's separation of price components will be solely for the purpose of facilitating the

comparison of bids by the procuring agency and will not in any way limit its right to contract on any of the terms offered.

9.3. Unless otherwise stipulated in the General Conditions of Contract or Special Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price offer will be treated as non-responsive and rejected.

9.4. Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

## 10. Currencies of Bid and Payment

Prices shall be quoted in Pakistani Rupees (PKR) or any acceptable freely convertible currency as per the Punjab procurement rules. In the case bid in foreign currencies are received, the bid amount shall be converted to Pakistani Rupees (PKR) as per the State Bank of Pakistan selling rate on the day of bid opening.

## 11. Bid Validity

The bids shall remain valid up till 90 days from the day of bid opening.

## 12. Bid Security

Each bidder shall furnish, as part of his bid, a Bid Security in the amount of Pakistani Rupees or an equivalent amount in a freely convertible currency. The Bid Security is required to protect the Procuring Agency against the risk of bidder's conduct which would warrant the security's forfeiture.

12.1. The Bid Security shall be, in the form of CDR issued by a Scheduled Bank in Pakistan in favor of **Board of Management Sundar Industrial Estate**, valid for a period of sixty (60) days beyond the bid validity date.

12.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

12.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security, whichever is earlier.

12.4. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance guarantee and signed the Contract Agreement.

12.5. The Bid Security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity; or
- (b) If a bidder does not accept the correction of his Bid Price in case of an error or discrepancy within the bid.

12.6. The Bid Security may be forfeited in the case of a successful bidder if he fails to:

- a. Sign the Contract Agreement.

### 13. Form of Bid & Signing

Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

13.1 No alteration is to be made in the Form of Bid as well as the Schedule of Prices except in filling up the blanks as directed. If any alteration is made or if these instructions be not fully complied with, the bid may be rejected.

13.2. Each bidder shall prepare one (1) original and two (2) copies of both the Technical and Financial Proposals clearly marking them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. The Form of Bid and the Price Schedule will be inserted in the Financial Proposal envelope only. The inclusion of any prices within the Technical Proposal shall result in immediate rejection of the bid.

13.3. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the bidder. All pages of the bid shall have initials and be stamped by the person or persons signing the bid.

13.4. The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the bidder, in which case such corrections shall have initials by the person or persons signing the bid.

13.5. Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

13.6. Bidders should retain a copy of the Bidding Documents as their file copy.

### 14. Sealing and Marking of Bid

The Bid Documents shall be separated into two envelopes separately marked TECHNICAL PROPOSAL and the FINANCIAL PROPOSAL.

14.1. The ORIGINAL and (2) COPIES of the bid documents comprising the required documents, including Schedules and Forms, as stated in the Data Sheet shall marked and inserted in separate envelopes. These three sets of envelopes (consisting of Technical & Financial Proposals each) shall be inserted within a larger envelope suitably marked and addressed as per the below Sub-Clauses.

14.2. These documents shall be accompanied by the product samples, to be placed in a cardboard box or any durable packaging in lines with other instructions mentioned under Clause 6.

### 15. The inner and outer envelopes shall:

- (a) Be addressed to: **Horticulture Officer, BOMSIE, Gate No. 02; Sunder Industrial Estate, Sundar-Raiwind Road, Lahore.**
- (b) Bear the Tender name and Date of opening of Bid.
- (c) Provide a warning not to open before the time and date for bid opening.

15.1. The sealed Bid shall be delivered in person or sent by registered mail/courier at the address



provided under Sub-clause 15.2 (a).

15.2. In addition to the identifications mentioned earlier, the technical and financial proposal shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” or the bidder has not passed the technical evaluation.

15.3. If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

## **16. Deadline for Submission of Bid**

Bids must be received by the Procuring Agency at the address specified not later than the time and date stipulated in the Data Sheet.

16.1. Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids and samples from any delivery point other those mentioned within the Data Sheet. Bidders shall bear all expenses incurred in the preparation and delivery of bids.

16.2. Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not inserted within the sealed bid package.

16.3. Upon a separate written request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

16.4. Bids submitted through telex, fax or e-mail shall not be considered.

16.5. The Procuring Agency may, at its discretion, extend the deadline for submission of bids by issuing an addendum through the PPRA website and newspapers; the latter only when the original request for bids was published through the same medium.

## **17. Late Bids**

Any bid received by the Procuring Agency after the deadline for submission of bids will be returned unopened to such bidder and the bid will be considered rejected.

17.1 Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

## **18. Modification, Substitution and Withdrawal of Bids**

Any bidder may modify, substitute or withdraw his bid after bid submission provided that modification, substitution or written notice of the withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

18.1. The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions within this tender document, with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

18.2. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

## **19. Technical Proposal Opening & Financial Bid Opening**

A committee consisting of nominated members of the Procuring Agency shall open the technical & financial bid at the time mentioned in the Data Sheet.

19.1. The bidders' representatives who are present shall sign in a register evidencing their attendance.

19.2. During the financial bid opening, the bidder's name, Bid Prices, unit rates, any discount, bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the latter/ The Procuring Agency will record minutes of the bid opening meeting.

19.3. Any Bid Price or discount which is not read out and recorded at financial bid opening due to any reservations as stated within these bidding documents will not be taken into account in the evaluation of bid.

19.4. Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

## **20. Clarification of Bids**

In order assist in the examination, evaluation and comparison of Bids, an authorized representative of the bidding committee within the Procuring Agency may ask the Bidder for a clarification of its Bid and the samples provided. 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.

20.1. The Procuring Agency will have the right to verify the particulars regarding the manufacturer, material and other related information furnished within the bid.

## **21. Examination of Bids and Determination of Responsiveness**

Prior to the Financial Bid opening, pursuant to the eligibility, qualifications and evaluation criteria, the Procuring Agency will examine the Bids to verify:

21.1. The Bid is complete and does not deviate from the scope.

21.2. That the bid does not contain any computational errors.

21.3. The samples meet the requirements stipulated as well as the quality requirements of the Procuring Agency.

21.4. The documents have been properly signed.

21.5. The Bid is valid till required period.

21.6. Delivery of Goods/Completion period offered is within specified limits.

21.7. Bidder/Manufacturer is eligible to Bid and possesses the requisite experience.

21.8. Bid does not deviate from basic technical requirements and the Bids are generally in order.

Furthermore, a bid is likely not to be considered, if:

21.9. It is unsigned or it's validity is less than specified.

- 21.10. It is submitted for an incomplete or partial scope or if it exceeds the scope of work.
- 21.11. It indicates completion period longer than specified.
- 21.12. It indicates goods to be supplied that do not meet the particulars mentioned in the Price Schedule.

A bid will strictly not be considered, if:

- 21.13. It is not accompanied with bid security or it is submitted by a bidder who has participated in more than one bid.
- 21.14. It has been received after the deadline for submission of bids.
- 21.15. It has been submitted through fax, telex, telegram or email.
- 21.16. The bidder does not achieve the minimum marks in the Technical Evaluation or fails to qualify due to one of the reasons identified within the bid documents.
- 21.17. The technical bids and samples are materially and substantially different from the Conditions/Specifications and other requirements of the Bidding Documents.

A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the tender such as below:

- 21.18. Which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's or the bidder's obligations under the Contract; or whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid (as well as the samples provided).

- 21.19. A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.20. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **22. Extension of period validity**

In exceptional circumstances prior to expiry of original bid validity period, the Procuring Agency may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension of bid validity.

## **23. Correction of Errors**

Arithmetical errors will be rectified on the following basis:

- 23.1. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the 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 discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices, the amount

stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Schedule of Prices.

**24. Evaluation and Comparison of Bids**

Bid will be scrutinized as per the eligibility criteria and evaluation criteria of these bidding document.

**25. Award**

The Procuring Agency will award the Contract to the eligible and technically qualified (as per evaluation criteria) bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated cost.

**26. Right to Accept any Bid and to Reject any or all Bids**

The Procuring Agency reserves the right to accept or reject any bid if not full filling any criteria as per these Tender Documents; and to annul the bidding process and reject all bids, at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidders except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

26.1. No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Procuring Agency may have clarification meeting(s) to get clarification with regards to any item(s) in the bid evaluation report.

**27. Notification of Award**

Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (through a "Letter of Acceptance" or similar means) that his bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the delivery of goods as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

27.1. The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.

**28. Sufficiency of Bid**

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is other-wise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the delivery of goods and the proper completion of the works.

**29. Signing of Contract Agreement**

Within fourteen (14) days from the date of the Letter of Acceptance, the Procuring Agency will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Procuring Agency.

29.1. The formal Agreement between the Procuring Agency and the successful bidder shall be executed within seven (7) days of the receipt of such Form of Contract Agreement by the successful bidder from the Procuring Agency.

**30. Increase or Decrease in Quantities**

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and supplies specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

**31. Bidder to Inform Himself**

The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the provision of complete goods.

This shall include but not be limited to the following:

31.1. Inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax as well as any other taxes as per Laws of Pakistan and/ or Punjab.

**32. Additional Contract Documents**

The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

**33. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

33.1. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency. The bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.

33.2. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may at its discretion extend the deadline for submission of bids in accordance with Clause.

**34. Process to be Confidential**

No bidder shall contact Procuring Agency on any matter relating to its bid from the time of the Bid opening to the time the Contract is awarded.

34.1. Any effort by a tenderer to influence Procuring Agency in the bid comparison and selection or Contract Award decisions may result in the rejection of the bid or cancellation of the tender.

**35. The bidding procedure**

The bidding procedure used for this bid will be **Single Stage Two Envelope Procedure** which is as follows;

35.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

35.2 The envelopes shall be marked as “**Technical Proposal**” and “**Financial Proposal**” in bold and legible letters to avoid confusion;

35.3 Initially, only the envelope marked “**Technical Proposal**” shall be opened;

35.4 The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

35.5 During the technical evaluation, no amendments in the technical proposal shall be permitted;

35.6 The financial proposals of bids shall be opened publicly at the same time, date and venue.

### III. DATA SHEET

1. **Name and address of the Procuring Agency:** Board of Management Sundar Industrial Estate, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore through it's Horticulture Officer.
2. **Name of the Project & Summary:** *Supply of Fertilizers, Pesticides & Herbicides* for the Horticultural Projects of Sundar Industrial Estate.
3. **Time limit for clarification:** The bidder may request clarification of the bid documents, in written, until deadline for submission of bids.
4. **Bid language:** All bids shall be in the English language.
5. **Period of Bid Validity:** 90 days from the date of bid opening.
6. **Amount of Bid Security:** PKR 14,400 (2% of estimated price).
7. **Number of copies of the bid to be completed and returned:** One (1) ORIGINAL and Two (2) COPIES of the completed Bid Documents (comprising of separate Technical and Financial Proposals marked accordingly and in separate envelopes). Also included should be samples of each item for the assessment of the firm, returnable upon rejection of bid or within the bid validity period.
8. **Procuring Agency's address for the purpose of bid submission:** Horticulture Officer, Board of Management Sundar Industrial Estate, Gate #2, Sundar-Raiwind Road, Lahore, Pakistan.
9. **Name and number of the contact:** Mr. Rana Usman Saquib, Horticulture Officer, 03205400523
10. **Deadline for submission of bids:** 10:30 a.m. on 6th October, 2017.
11. **Venue, time and date of technical & financial opening:** Conference Room, BOMSIE Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore at 11:45 a.m. on 6th October, 2017.
12. **Time for Delivery:** Delivery of goods shall take place within 08 weeks from the date of contract signing or specified within contract.
13. **Estimated Cost:** Estimated cost of the project is PKR 720,000, which shall serve as basis of calculating bid security.
14. **Responsiveness of Tenders:** The responsiveness of the tenders shall be ascertained as per Instruction to Bidders as well as the conditions below:
  - (i) The bid is valid till the required period
  - (ii) The bid prices are firm during currency of contract
  - (iii) Completion period offered is within specified limits
  - (iv) The Bidder is eligible to bid and possesses the requisite experience
  - (v) The Bidder does not deviate from Basic Requirements
  - (vi) The Bidder has passed the technical evaluation by achieving the minimum marks/qualifications

- 15. Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
  - (b) Data Sheet
  - (c) Letter of Acceptance
  - (d) Addenda, if any
  - (e) General Conditions of Contract
  - (f) Special Conditions of Contract
  - (g) Specifications
  - (i) The Schedules to Tender including Schedule of Prices
- 16. Penalty Fee for Late Delivery** If the contractor is unable to deliver the goods for reasons other than permissible in the Conditions of Contract, he is liable to pay a penalty fee of Rs. 2,000 per day for each extra day over the completion date.
- 17. Currency:** Payment of Contract Price shall be in Pakistani Rupees.
- 18. Terms of Payments:** The Procuring Agency shall pay 75 percent of the amount upon the delivery of the goods to the Procuring Agency's satisfaction. The remaining 25 percent shall be payable within 28 days of the delivery of goods as per specifications.



## IV. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

#### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Data Sheet.

1.1.2 “Specifications” means the document as listed in the Data Sheet, including Procuring Agency’s requirements in respect of material and aesthetic design (as shown in pictures) to be carried out by the Contractor, and any Variation to such document.

#### **Persons**

1.1.3 “Procuring Agency” means the person named in the Data Sheet and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.4 “Contractor” means the person named in the Data Sheet and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.5 “Party” means either the Procuring Agency or the Contractor.

#### **Dates, Times and Periods**

1.1.6 “Commencement Date” means the date mentioned within the Contract when it comes into effect or any other date agreed between the Parties.

1.1.7 “Day” means a calendar day

1.1.8 “Time for Completion” means the time for delivery of Finished Goods as stated in the Data Sheet or as calculated from the Commencement Date.

#### **Money and Payments**

1.1.9 “Country” means the Islamic Republic of Pakistan.

1.1.10 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.1.11 “Variation” means a change to the Specification which is instructed by the Procuring Agency.

## **1.2 Interpretations**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Data Sheet.

## **1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

## **1.5 Communications**

All Communications related to the Contract shall be in English language.

## **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE PROCURING AGENCY**

### **2.1 Procuring Agency’s Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency in respect of the Supply and Delivery of Goods.

### **2.2 Approvals**

No approval or consent or absence of comment by the Procuring Agency shall affect the Contractor’s obligations.

## **3. PROCURING AGENCY’S REPRESENTATIVES**

### **3.1 Authorized Person**

One of the Procuring Agency's personnel shall have authority to act for him. This authorized person shall be as stated in the Data Sheet, or as otherwise notified by the Procuring Agency to the Contractor from time to time.

**4. THE CONTRACTOR**

**4.1 General Obligations**

The Contractor shall deliver the finished goods as per specification as mentioned within this Document. The contractor is liable to provide the goods equivalent to the quality provided in the samples, failure to which may result in cancellation of the contract at the Procuring Agency's discretion.

**4.2 Contractor's Representative**

The Contractor shall submit to the Procuring Agency for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

**5. TIME FOR DELIVERY OF GOODS**

**5.1. Delivery of Goods**

The Contractor shall deliver the Goods on the Delivery Date as decided in the agreement.

**5.2. Extension of Time**

The Contractor shall be entitled to an extension to the Delivery of Goods if he is or will be delayed by any incident as mentioned under Force Majeur subject to the Contractor's notification of intention without un-reasonable delay. On receipt of an application from the Contractor, the Procuring Agency shall consider all supporting details provided by the Contractor and the Procuring Agency shall extend the Time for Delivery of Goods as appropriate.

**5.3. Letter of Satisfaction**

After receiving the goods, the Procuring Agency shall issue a letter of satisfaction or a GRN to confirm receipt, upon which the payment terms as mentioned within the Data Sheet shall be followed.

**6. REMEDYING DEFECTS**

**6.1 Remedying Defects**

The Procuring Agency may at any time prior to the expiry of the warranty period stated in the Data Sheet, notify the Contractor of any defects. The Contractor shall remedy/replace

at no cost to the Procuring Agency any defected goods that do not meet the mentioned specifications or the quality of the sample goods.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to return the specific item(s) until the mentioned specifications are met.

## **7. VARIATIONS AND CLAIMS**

### **7.1 Right to Vary**

The Procuring Agency may instruct Variations.

### **7.2 Valuation of Variations**

Variations shall be valued as follows:

- 7.2.1.** at a lump sum price agreed between the Parties, or
- 7.2.2.** where appropriate, at rates in the Contract, or
- 7.2.3.** in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- 7.2.4.** at appropriate new rates, as may be agreed or which the Procuring Agency considers appropriate.

### **7.3 Early Warning**

The Contractor shall notify the Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Delivery of finished goods.

### **7.4 Variation and Claim Procedure**

The Contractor shall submit to the Procuring Agency an itemized make-up of the value of variations and claims within 14 days of the instruction or of the event giving rise to the claim. The Procuring Agency shall check and if possible agree to the value. In the absence of agreement, the Procuring Agency shall determine the value.

## **8. CONTRACT PRICE AND PAYMENT**

### **8.1 Terms of Payments**

Payment of the Contract Price shall be made as per provisions in the Data Sheet. The goods shall be valued as provided for in the Specifications and Schedule of Prices.

### **8.2 Currency**

Payment shall be in the currency stated in the Data Sheet.

**9. DEFAULT**

**9.1 Default by Contractor**

If the Contractor abandons the contract terms, refuses or fails to comply with a valid instruction of the Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further 14 days, terminate the Contract.

**10. RESOLUTION OF DISPUTES**

**15.1 Procurement Agency's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the supply of goods, the matter in dispute shall, in the first place, be referred in writing to the Procuring Agency, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Competent Authority of the Procuring Agency shall give notice of his decision to the Procuring Agency and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the supply of goods with all due diligence, and the Contractor and the Procuring Agency shall give effect forthwith to every such decision of the Competent Authority less and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto.

## V. SPECIAL CONDITIONS OF CONTRACT

1. Horticulture Officer's acceptance of the goods after preliminary analysis and measurements is required prior to sending of a GRN.
2. If as a result of the inspection, examination or testing, the delivered goods do NOT fulfil the agreed requirements of the Procuring Agency, the Procuring Agency may reject the products and upon failure to meet the Procuring Agency's requirements as per the Tender Documents, the contract may be terminated.
3. The goods shall be provided strictly as per the Specifications mentioned within the Bid Documents as well as the quality of the material and workmanship in the sample goods. Loading & unloading of goods will be responsibility of vendor.
4. The goods completed shall be as per the Specifications within Bid Documents as well as the Schedule of Goods Delivery.
5. A Letter of Acceptance/Purchase order shall be given with applicable graphical logos of Sundar Industrial Estate as well as any further details needed for successful delivery of goods; these details shall be met to the Procuring Agency's satisfaction for the Delivery of Goods can be deemed complete.
6. Expiry of all goods will be at least one year from delivery date.

## VI. EVALUATION CRITERIA

The bidders will be selected that shall offer the lowest evaluated bid through open bidding. The lowest evaluated bid shall be approved provided it meets all eligibility criteria, is not invalidated as per any disqualification clauses mentioned within the Instruction to Bidders and is considered substantially responsive.

*Any bidders that fail to meet the eligibility criteria and submit completed documents shall be rejected.*

PARTICULAR	MAXIMUM MARKS
<b>Relevant Experience</b>	<b>20</b>
<b>Past Performance</b>	<b>20</b>
<b>Financial Position</b>	<b>20</b>
<b>Conformity of Samples</b>	<b>20</b>
<b>Warranty/Replacement Period</b>	<b>20</b>

Firms with low quality or incomplete sample goods may be rejected due to a nonresponsive bid.

Bidders that achieve 60 marks at least in technical evaluation shall have their financial proposals opened at same date mentioned and the tender shall be awarded as per Lowest Evaluated Cost basis.

### DESCRIPTION OF POINT ALLOCATION:

<b>Relevant Experience (select one)</b>	<b>Total Marks</b>	<b>20</b>
Two to Five years' experience (similar goods)		10
Above Five to Ten years' experience (similar goods)		15
Above Ten years' experience (similar goods)		20
<b>Past Performance with Public sector (select one)</b>	<b>Total Marks</b>	<b>20</b>
Successful delivery to two Public sector departments		10
Successful delivery to three to five Public sector departments		15
Successful delivery to six and above Public sector departments		20

<b>Financial Position</b>	<b>Total Marks</b>	<b>20</b>
Working capital One million and above		10
Audited bank statement of last two years		10
<b>Conformity of Samples</b>	<b>Total Marks</b>	<b>20</b>
Complete Conformity to Specifications (Mandatory)		20
<b>Warranty/Replacement Period</b>	<b>Total Marks</b>	<b>20</b>
One Month		10
Two Months		15
Three Months		20



## VII. FORM OF BID

Date / /

**To: Horticulture Officer,  
Board of Management Sundar Industrial Estate**

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract and other sections within the aforementioned document for the Supply of Fertilizers, Pesticides & Herbicides, we (the undersigned), offer to Supply of Fertilizers, Pesticides & Herbicides *with* remedy for any defects (within the warranty period) therein in conformity with the General and Special Conditions of Contract, Specifications and other details for the sum of Rs. \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions. We agree that the Board of Management Sundar Industrial Estate reserves the right to reject one or all bids on the basis of powers bestowed upon procuring agencies within the PPRA Rules 2014.

We also understand that the selection of the bidder shall be as per the criteria (lowest evaluated bid) clearly mentioned within these bidding documents, the purpose of which is to maximize the value for money for the Procuring Agency.

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M/S

**VIII. FORM OF BID SECURITY  
(BANK GUARANTEE)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Tenderer) with address \_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

\_\_\_\_\_

Tender Reference No. \_\_\_\_\_ Date of Tender \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for

\_\_\_\_\_ (Particulars of Tender) to the said Procuring Agency

**and**

WHEREAS, the Procuring Agency has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Procuring Agency, conditioned as under:

1. that the Tender Security shall remain valid for a period of 60 days beyond the period of validity of the tender;
2. that in the event of;
  - (a) the Principal withdraws his Tender during the period of validity of Tenderer
  - (b) failure of the successful tenderer to

- i. sign the proposed Contract Agreement.

then the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Tender as accepted and furnish within the allotted time of his being requested to do so.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**Guarantor (Bank)** \_\_\_\_\_

\_\_\_\_\_  
**Witness 1**

1. Signature
2. Name
3. Title

\_\_\_\_\_  
**Witness 2**

1. Signature
2. Name
3. Title

## IX. FORM OF CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made on the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *Board of Management Sundar Industrial Estate, a semi-government organization under the laws of Pakistan* and having its principal place of business at Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore. ] (hereinafter called “the Procuring Agency”), and

(2) *[insert name of Contractor]*, a corporation incorporated under the laws of *Pakistan* and having its principal place of business at *[insert: address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Procuring Agency invited bids for Supply of Fertilizers, Pesticides & Herbicides and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Procuring Agency and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract

- (d) Schedule of Goods Delivery
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Contractor hereby covenants to pay the Procuring Agency in consideration of the provision of the Goods the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

\_\_\_\_\_  
**(Procuring Agency)**

\_\_\_\_\_  
**(Contractor)**

**Witness 1**  
1. Signature  
2. Name  
3. Title

**Witness 2**  
1. Signature  
2. Name  
3. Title

## **X. SCHEDULE OF PRICES**

### **1. PREAMBLE TO SCHEDULE OF PRICES**

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract and Data Sheet.

1.2 Tenders must be for the complete list of goods, without any exclusions or differences in quantity.

### **2. Description**

The general directions and descriptions of services are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Tender Documents shall be made before entering prices against each item in the Schedule of Prices.

### **3. Units & Abbreviations**

Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply with the Systeme Internationale d' Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

### **4. Rates and Prices**

Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the goods set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract. Any other fees or payable amounts as per the data sheet shall be adjusted from within the total bid amount as per the bid form and price schedule.

4.1 Unless otherwise stipulated in the Data Sheet, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract. All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

4.2 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items and no separate payment will be made for those items.

4.3 The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the tenderer will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.4 The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.

4.5 The Contractor shall be responsible to make complete arrangements for the transportation of the all materials and goods to the project sites

**5. Tender Prices** Break-up of Tender Prices shall be as follows:

5.1 The various elements of Tender Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

5.2 The tenderer shall recognize such elements of the costs which he expects to incur in the delivery of goods and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.3 The total of tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.

**6. Samples**

The samples provided to the company shall be returned to the Contractor, upon request, at the end of bid validity period. They shall remain with the procuring agency within this period for comparison purpose.

**7. PRICE SCHEDULE FORM**

<b>Sr.</b>	<b>Item Name</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1.	Gypsum	Gypsum (Powder) Fertilizer 50kg bag	1,000 Bags		
2.	DAP	Freshly produced granular Di-ammonium Phosphate Fertilizer 50kg bag	50 Bags		
3.	Urea	Freshly produced granular fertilizer 50kg bag	100 Bags		
4.	Glyphosate	SL formulation with 48% concentration (48SL)	50 Liters		
5.	Emamectin Benzoate	1.9% EC,5% WDG	25 Liters		
	<b>TOTAL</b>				Rs.

**XI. SCHEDULE OF GOODS DELIVERY**

<b>Item</b>	<b>Description of Goods &amp; Supply</b>	<b>Quantity</b>	<b>Bidder's offered Delivery date &amp; warranty period (as applicable below)</b> <i>(state the number of days from signing of Agreement)</i>
1.	Delivery of Final Goods	<i>As mentioned in Price Schedule</i>	
2.	Warranty Period	<i>For all Items</i>	

**XII. SPECIFICATIONS**

<b>Sr.</b>	<b>Item Name</b>	<b>Description</b>	<b>Quantity</b>
1.	Gypsum	Gypsum (Powder) Fertilizer 50kg bag	1,000 Bags
2.	DAP	Freshly produced granular Di-ammonium Phosphate Fertilizer 50kg bag	50 Bags
3.	Urea	Freshly produced granular fertilizer 50kg bag	100 Bags
4.	Glyphosate	SL formulation with 48% concentration (48SL)	50 Liters
5.	Emamectin Benzoate	1.9% EC,5% WDG	25 Liters