

# Office of the **Divisional Forest Officer** Social Forestry Division, Thatta

#### TENER NOTICE

(Through website of SPPRA)

The Tenders in sealed tenders are invited for the following works under SPPRA Rules. 2010. from the Firms having adequate experience in the relevant field.

Sr. #	Name of work	Estimated Cost.	Bid Security	Completion period	Tender Fees	
01	Procurement of 1 No. Water Tanker (900 Gallons)	Rs.304,000/-	2%	10 Days	Rs.200/-	

#### **TERMS & CONDITIONS**

Tender schedule shall be as follows:-01

01.	Receiving of applications and issuance of Tenders	From 14.03.2017 to 29.03.2017						
02.	Dropping of Tenders	30.03.2017 at 1300 hours						
03.	Opening of Tenders	30.03.2017 at 1400 hours						

- 02. No Conditional Tenders will be entertained.
- The Tender documents will be issued to the firms on the submission of written request on 03. letterhead and on payment of nonrefundable cost of tender price in cash or through pay order from any schedule Bank in favour of Divisional Forest Officer, Social Forestry Division Thatta as mentioned above.
- The bidder must have valid NTN number. Photocopy of NTN document is required from all 04. Participants/Contractors, otherwise tender will not be not issued.
- Details of owner along with CNIC on Judicial Stamp Paper. A representative should have authority 05. on Judicial Stamp Paper from the owner participants.
- In case the date of opening is declared as Public Holiday by the Government, the next official 06. working day shall be deemed to be the date for submission and opening of tenders at the same time as mentioned.
- 07. 2% of specified amount against the work as in shape of Pay Order/Bank Draft in favour of Divisional Forest Officer, Social Forestry Division Thatta shall be attached with tender.
- Tenders with unsealed cover & without 2% Earnest Money will not be entertained and 08. discarded.
- 09. The single envelope procedure adopted for tender work as per SPPRA Rules.
- The Total bid amount as well as the rates of items must be filled in both in figures and words 10. otherwise the tenders are liable to be summarily rejected.
- If any fake documents are found then the Tender is liable to be rejected /cancelled without 11. any compensation, but penalty will be imposed as per rules.
- 12. Tender can be obtained from office of the undersigned or seen/downloaded on Authority's website www.pprasindh.gov.pk
- The procuring agency may reject all or any bid subject to the pelevant provision of SPPRA Rules, 13. 2010.

Divisional Forest Officer Social Forestry Division

Thatta



# FOREST DEPARTMENT GOVERNMENT OF SINDH



# PROCUREMENT OF WATER TANKER (900 GALLONS)

# **BIDDING DOCUMENT**

**MARCH, 2017** 

OFFICE OF THE DIVISIONAL FOREST OFFICER SOCIAL FORESTRY DIVISION, THATTA

# **Table of Contents**

- Form of Bid
- Bidding Data
- Bill of Quantities
- Contract-Data
- Instructions to Bidders

# FORM OF BID (LETTER OF OFFER)

# Procurement of Water Tanker (900 Gallons) for Social Forestry Division Thatta

To:		ivisional Forest Officer Forestry Division
	Telepl Fax	none : 0298-920108 : 022-9201901
Dear S	Sir,	
	1.	Having examined the Bidding Documents including Contract Data, Specifications, Drawings, Bill of Quantities, Schedule of Prices for the execution of the above-named Works, I / we, the undersigned, being a company/ individual contractor doing business under the name of and address and being duly
		incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents thereto for the Total Bid Price of Rs (Rupees).
	2.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security (@ 2% of Bid Price) in the amount of drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
	3.	I/We undertake, if our Bid is accepted, to commence the works and to deliver and complete the works comprised in the Contract within the time(s) stated in Contract Data.
	4.	I/We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	5.	I/We understand that you are not bound to accept the lowest or any bid you may receive.
	6.	I/We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2017

_duly	authorized	to	sign	bid	for	and	on	behalf	0
				(S	eal)				
-									
					(S	(Seal)	(Seal)	(Seal)	(Seal)

#### BIDDING DATA

The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

# B1. Name of Employer

Sindh Forest Department

## B2. Brief Description of Works

Procurement of Water Tanker (900 Gallons)

#### B3. Employer's address:

Divisional Forest Officer Social Forestry Division Thatta

Telephone

: 0298-920108

Fax

: 022-9201901

#### B5. Currency

Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

#### B6. Amount of Bid Security

Minimum 2% of the Bid Price in the form of Call-Deposit Receipt (CDR) or Demand Draft (DD) / Pay Order issued by a Scheduled Bank in favour of the Employer valid for a period up to twenty eight (28) days beyond the Bid validity date.

#### B7. Period of Bid Validity

90 days

#### B8. Number of Copies of the Bid to be submitted

One original plus one copy

#### B9. Deadline for Submission of Bids

1300 Hrs on March 30, 2017

# B10. Venue, Time, and Date of Bid Opening

Venue: Employer's Office as above

1400 Hrs on March 30, 2017

# BILL OF QUANTITIES

Sr#	Particulars	Qty	Rate	Unit	Amount
1.	Water Tanker 900 gallons for MF-240 Tracto, 3.25 mm M.S Sheet, channel size 7"x3", 4 No. tyre 8.25 with rims, 2 No. J4-Hub with imported bearing, 2 Nos. Mud Guard for tyre, 1 No. tool box, 1 No. suction pipe 15' and 1 No. PTO Drive System for suction)	1		No.	

#### CONTRACT DATA

# C1 The Employer means

The Divisional Forest Officer Social Forestry Division Thatta

Telephone

: 0298-920108

Fax

: 022-9201901

# C2 The Contractor means

The firm/ contractor whom the work is successfully awarded.

## C3 Commencement Date

Date of the issue of letter of award

# C4 Time for Completion

10 days

#### C5 Provision of Site:

On the Commencement Date

# C6 Currency of payment:

Pak. Rupees

# C7 Terms of Payments

100% payment before completion of work.

# INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

#### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

#### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

#### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

## **IB.2** Eligible Bidders

- 2.1 Bidding is open to all firms and persons meeting the following requirements:
- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.
- b) duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

#### B. BIDDING DOCUMENTS

## **IB.4 Contents of Bidding Documents**

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
- 1. Instructions to Bidders & Bidding Data 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
- (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact (works costing Rs. 10 million and above)

#### 3. Conditions of Contract & Contract Data

#### 4. Standard Forms:

- (i) Form of Bid Security,
- (ii) Form of Performance Security;
- (iii)Form of Contract Agreement;
- (iv) Form of Bank Guarantee for Advance Payment.

#### 5. Specifications

#### 6. Drawings, if any

#### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

# IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

- 6.1 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 interested bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to SubClause 6.1 hereof, 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.

6.3 To afford interested 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.

#### C. PREPARATION OF BIDS

#### IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

#### **IB.8** Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Power of Attorney in accordance with IB 14.5.
- (f) Documentary evidence in accordance with IB.2(c) & IB.11
- (g) Documentary evidence in accordance with IB.12.
- IB.9 Sufficiency of Bid 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 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 execution of the Works.

#### IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the 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.

- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

# IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

# IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 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.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 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, pursuant to Sub-Clause 16.4
- (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

# IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 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 (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### D. SUBMISSION OF BID

#### IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) 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.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder. 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 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 pursuant to IB.13.5 (a).

#### E. BID OPENING AND EVALUATION

# IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, 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 Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
  - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, 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 (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without

material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

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-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 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.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- (A) Major (material) Deviations include:-
- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents:
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one: (a) which affect in any substantial way the scope, quality or performance of the works; (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

#### (B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements

given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation: It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

- 16.8 Evaluated Bid Price In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

#### **IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
- (i) —Coercive Practicel means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) —Collusive Practicel means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) —Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect

the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

# F. AWARD OF CONTRACT IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

18.2 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 bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

# IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially-responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

# IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptancel) that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven-(07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39). 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

## **IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).



Phone # 022-9200092, 9200227,9200225 Fax # 022-9200209-10 E-mail - dfophyd@gmail.com URL: www.sindhforests.gov.pk

# OFFICE OF THE CHIEF CONSERVATOR OF FORESTS SINDH AT HYDERABAD

No.D.IV(a) /- 529 of 2016-17 Hyderabad, dated 20.02.2017

#### ORDER

Under the provisions of Rule-7 & 8 of the Sindh Public Procurement Rules, 2010, a "Procurement Committee" is hereby constituted for purchase of new Tractor and Tanker in Social Forestry Division Thatta under ongoing development scheme "Mass scale tree plantation outside forest areas to mitigate climate change affects in Sindh" (ADP No.570) during current financial year 2016-17. The composition of the Committee and TORs shall be as under:

Mr. Muhammad Arif Domki
 Conservator of Forests
 Social Forestry Circle, Hyderabad

Chairman

2 Mr. Imtiaz Hussain Solangi Divisional Forest Officer Social Forestry Division Thatta Member

3 Mr. Mumtaz Hussain Jandan Deputy Director Agriculture Extension Thatta Member

#### TORs

Procurement Committee shall be responsible for;

- 1) Preparing bidding documents;
- 2) Carrying out technical as well as financial evaluation of the bids;
- 3) Preparing evaluation report as provided in Rule-45;
- 4) Making recommendations for the award of contract to the competent authority; and
- 5) Perform any other function ancillary and incidental to the above.

(Aijaz A. Nizamani) Chief Conservator of Forests Sindh at Hyderabad

Cc:

- Conservator of Forests, Social-Forestry Circle, Hyderabad w/r to his letter No.G.II (b)/-675 dated 14.02.2017.
- Divisional Forest Officer, Social Forestry Division, Thatta.
- · Deputy Director Agriculture Extension Thatta.



Phone # 622-9200092, 9200227,920022
Fax # 022-9200209-10
E-mail - dfodhyd@gmail.com
URL: www.sindhforests.gov.pk

# OFFICE OF THE CHIEF CONSERVATOR OF FORESTS SINDH AT HYDERABAD

Hyderabad, dated

08 .02.2016

No.D.IV(a)/-30 7 Under the provision of Rule-31 of the Sindh Public Procurement Rules, 2010 a "Complaint Redressal Committee" is hereby constituted to address the complaints of bidders that may occur during the procurement proceedings of forestry civil works. The composition of the Committee and TORs shall be as under:

Chief Conservator of Forests
 Sindh at Hyderabad

Chairman

2. Treasury Officer (concerned district)

Member

Member

Mr. Abdul Karim Qureshi
General Manager
National Engineering Services Pakistan (Pvt) Limited
Karachi

#### TORs

The Complaint Redressal Committee shall look into the complaint received from aggrieved bidder and announce its decision within seven (07) days, as provided in Rule-31 (4) & (5) of SPP Rules, 2010.

(Aijaz Ahmed Nizamani) Chief Conservator of Forests Sindh at Hyderabad

No.D.IV(a)/- 307

Hyderabad,

dated

08.02.2016

A copy is forwarded to:

- General Manager, National Engineering Services Pakistan (Pvt) Limited, Karachi.

Chief Conservator of Forests Sindh at Hyderabad

# ANNUAL PROCUREMENT PLAN (WORKS, GOODS & SERVICES) Financial Year 2016-17

Sr	Description of	Quantity	Estimated	Estimated	Funds	Source of	Proposed	Ti	ming of	Remarks		
#	procurement	(where applicable)	unit cost (where applicable)	total cost	allocated	funds (ADP/ Non ADP)	procurement method	1 <sup>st</sup> Qtr	Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
1.	Procurement of Water Tanker (900 Gallon)	1 No.	Rs304,000/-	Rs304,000/-	Rs304,000/-	ADP No.570	Single stage  – One envelop procedure		*	1		,

Divisional Forest Officer Social Forestry Division Thatta