

## **INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

These bidding instruction have been developed specifically for the bulk purchases and procurements to be made by or for the Office of the FATA Development Authority (FATA-DA) at Plot No 46, Sector B-2 Phase-V near RMI Hospital Hayatabad Peshawar and may not be applicable to other establishments.

- 1. Eligible Bidders**
  - 1.1 This invitation for Bids is open to all suppliers from eligible source.
  - 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this invitation for bids.
  - 1.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
  - 1.4 Bidders shall not be under any declaration of ineligibility for corrupt and fraudulent practices.
- 2. Cost of Bidding**
  - 2.1 The Bidders shall bear all costs associated with the preparation and submission of its bid, and the FDA, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

- 3. Content of Bidding Documents**
  - 3.1 The goods required bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:
    - a). Instruction to Bidders (ITB).
    - b). Specifications.
    - c). Bid Form and Price Schedules.
    - d). Bid Security Form.
    - e). Contract Form.
    - f). Performance Security Form.
  - 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish

all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

- 4. Clarification of Bidding Documents** 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify FDA in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the FDA address indicated in the Bid. FDA will respond in writing to any request for clarification of the bidding documents which it receives no later than ten (10) days prior to the deadline for the submission of bids. Written copies of the FDA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 5. Amendment of Bidding Documents** 5.1 At any time prior to the deadline for submission of bids, the FDA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 5.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- 6. Language of Bid** 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the FDA shall be written in the language of bid.
- 7. Documents Constituting the Bid** 7.1 The bid prepared by the bidder shall comprise the following components:
- a). A Bid form and a Price Schedule must be completed in all respect.
  - b). Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents;
- 8. Bid form** 8.1 The Bidder shall complete the Bid form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, origin, quantity, and prices.
- 9. Bid Prices** 9.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it

proposes to supply under the contract.

9.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

**10. Documents  
Establishing**

10.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

**11. Goods  
Eligibility and  
Conformity to  
Bidding  
Documents**

11.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a). a detailed description of the essential technical and performance characteristics of the goods;
- b). a list given full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified, following commencement of the use of the goods by the Purchaser; and
- c). an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**12. Bid Security**

12.1 The Bidder shall furnish, as part of its bid, 5% bid security in the amount specified in the Bid.

12.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

12.3 Bid security may be in shape of call deposit or certified cheque

12.4 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

12.5 The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.

12.6 The bid security may be forfeited:

- a). if a Bidder:
  - i). withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
  - ii). Does not accept the correction of errors.

- 13. Period of Validity of Bids** 13.1 Bids shall remain valid for the period of 60 days the date of bid submission prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 14. Format and Signing of Bid** 14.1 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 14.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or person signing the bid.
- 14.3 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the bidder is awarded the contract.

#### **D. Submission of Bids**

- 15. Sealing and Marking of Bids** 15.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- 15.2 The inner and outer envelopes shall:
- a). be addressed to the Purchaser at the address given in Advertisement; and
- 15.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 15.4 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 16. Deadline for Submission of Bids** 16.1 Bids must be received by the Purchaser at the address specified in advertisement no later than the time and date specified in the Advertisement.
- 17. Late Bids** 17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.
- 18. Withdrawal of Bids** 18.1 The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched on the authority address. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

## **E. Opening and Evaluation of Bids**

- 19. Opening of Bids by the Purchaser**
- 19.1 The Purchaser will open all bids in the presence of bidders representatives who chose to attend, at the time, on the date, and at the place specified in the advertisement. The bidders representatives who are present shall sign a register evidencing their attendance.
- 19.2 The bidders names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.
- 19.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 19.4 The purchaser will prepare minutes of the bid opening.
- 20. Clarification of Bids**
- 20.1 During evaluation of the bids, the Purchaser 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 prices or substance of the bid shall be sought, offered, or permitted.
- 21. Preliminary Examination**
- 21.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the 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 words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 21.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 22. Evaluation**
- 22.1 The bids will be examined in two separate steps of conformity

**and  
Comparison of  
Bids.**

to the financial evaluation and conformity to the specification or the technical evaluation.

- 22.2 Preliminary examination regarding general conformity of the bids shall be followed by a detailed comparative evaluation and relative grading or ranking of the successful bids.
- 22.3 The preliminary comparison shall be based on the price offered by the participating bidders. Such price may include all substantive costs, duties and taxes paid or payable, cost (and availability) of spare parts, servicing costs, and other incidental expenses.
- 22.4 In addition to the quoted bid price, financial evaluation and comparison may take into account one or more of the following factors:
  - a). Cost of transportation, insurance premium, and other cost incidental to delivery of the goods to their final destination or place of consignment;
  - b). Delivery schedule offered in the bid;
  - c). Deviations in payment schedule from that specified in the conditions of contract;
  - d). Cost of components, mandatory spare parts, and service;
  - e). Availability of spare parts and after-sales services for the equipment offered in the bid;
  - f). Projected operating and maintenance costs during the life of the equipment; and /or
  - g). Performance and productivity of the equipment offered.
- 22.5 After financial evaluation, the bids will be subjected to a detailed technical evaluation with respect to their technical specifications, literature, and performance.
- 22.6 Bids qualifying both the financial and technical evaluation shall only be the successful bids. However, being a successful bid would not vest any right into the bidder to claim acceptance of the bid and issuance of supply order, which is a sole prerogative of the Purchaser.

**23. Contacting the  
Purchaser**

- 23.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 23.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**24. Post**

- 24.1 In the absence of prequalification, the Purchaser will determine

|   |  |
|---|--|
| <b>Qualification</b>  | <p>to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.</p> <p>24.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform satisfactorily.</p> |
| <b>25. Award Criteria</b>   | <p>25.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>   |
| <b>26. Purchaser's Right to Vary Quantities at Time of Award</b>              | <p>26.1 The Purchaser reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>  |
| <b>27. Purchaser's Right to accept any Bid and to Reject Any or All Bids.</b> | <p>27.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.</p>   |
| <b>28. Notification of Award</b>  | <p>28.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>28.2 The notification of award will constitute the formation of the Contract.</p> <p>28.3 Upon the successful Bidder's furnishing of the performance security, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security.</p>  |
| <b>29. Signing of Contract</b>  | <p>29.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form for signature provided in the bidding documents, incorporating all agreements between the parties.</p>   |

**30. Performance  
Security.**

30.1 Security @ 5% of the gross bill will be deducted from the supplier's bills and will be retained by the FATA-DA. The same along with his 5% call deposit will be released after satisfactory completion of supply and after the expiry of warranty period/3 months after the completion of satisfactory supply.

**31. Corrupt or  
Fraudulent  
Practices**

31.1 The Bidders/Suppliers/Contractors must observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the FDA;

a) Defines, for the purposes of this provision, the terms set forth below as follows;

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process of in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice amount Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

# 1. Bid Form and Price Schedules

Date: \_\_\_\_\_

To  
Secretary FATA-DA,  
Plot No 46, Sector B-2, Phase-V Hayatabad, Peshawar

Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Price attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid validity Period specified in Clause 16.1 of the "Instruction to Bidder" and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |

(If none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirement as of the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_

## FATA Development Authority Price Schedule

Name of Bidder \_\_\_\_\_

| 1      | 2    | 3              | 4        | 5                          | 6        | 7                 |
|--------|------|----------------|----------|----------------------------|----------|-------------------|
| S. No. | Item | Specifications | Quantity | Unit Price per items (Rs). | GST (Rs. | Total Price (Rs.0 |
|        |      |                |          |                            |          |                   |

Signature of Bidder \_\_\_\_\_

Note: in case of discrepancy between unit price and total, the nit price shall prevail.