

# BIDDING DOCUMENT

REQUEST FOR PROPOSAL (RFP)

National Competitive

Bidding Single Stage-Two

Envelop Under

Framework Contract

PROCUREMENT OF INSECTICIDES/PESTICIDES, WEEDICIDES,  
FUNGICIDES & GRANULES/ SEED TREATMENT,

RFP No: <u>PSC /Farm-KWL/2021-21/02</u>
Issued to:
Name .....
Date .....
Issued By:

Director Farms,  
Punjab Seed  
Corporation Seed  
Farms  
Pirowal, Khanewal, Distt. Khanewal  
Phone: 92 65 2680 155  
Email: [farmkwl@psc.punjab.gov.pk](mailto:farmkwl@psc.punjab.gov.pk)

## Table of Contents

<b>Table of Contents</b>	<b>2</b>
<b>Grievance Redressal Committee</b>	<b>3</b>
<b>Part-I</b>	<b>6</b>
<b>Section I. Instructions to Bidders</b>	<b>6</b>
I. Bid Submission Form	31
Part-II	35
Section I. Framework Contract Forms	35
Contract Form	35
Part-II	37
Undertaking for Correctness of Information and Non- Blacklisting	53
(To be provided on the letterhead of Bidder)	53
Power of Attorney (For signatory of Application)	56
[To be printed on a PKR 50 stamp paper]	56
Manufacturer's Authorization Form	58
Litigation History	59

## Grievance Redressal Committee

(Under Rule 67 of Punjab Procurement Rules-2014)

Sr. No.	Name	Designation	Position	Phone	Email	Address
1	Mr. Barak Ullah	Deputy Managing Director	Chairman	04299212560	<a href="mailto:dmd.psc1@gmail.com">dmd.psc1@gmail.com</a>	4-lytton road Lahore
2	Rana Muhammad Rifat Javaid	Director Farms	Member	0652680155	<a href="mailto:farmkwl@psc.punjab.gov.pk">farmkwl@psc.punjab.gov.pk</a>	Punjab seed corporation Pirowal Khanewal
3	Malik Muhammad Ishaq	Joint Director FAS	Member	0652680154		Punjab seed corporation Pirowal Khanewal



# Invitation for Bids

National Competitive Bidding

Ref: PSC/Farm-KWL/2021-22/02

Dated: 28.12.2021

Director Farms has earmarked budget towards the cost of "Procurement of Weedicides, Insecticides/ Pesticides, Fungicides, Granules/Seed Treatment" for seed crops to be sown at PSC Seed Farms Khanewal, Sahiwal & Piplan. It is intended that part of the proceeds of this budget will be applied to eligible payments for supply of following items:

Lot No #	Lot Description	Estimated Cost (PKR)	Bid Security 2% (PKR)
1	Weedicides	1929310	38587
2	Insecticides/Pesticides	2488636	49773
3	Fungicides	1518865	30378
4	Granules/Seed Treatment	496752	9935
	<b>TOTAL</b>	<b>6433563</b>	<b>128673</b>

1. **Director (Farms)** invites "Sealed Bids" for the supply of above mentioned items from Original Manufacturers/ Importers / Authorized Distributors / General Order Suppliers **under the frame work contract for the year 2021-22**. A framework contract shall be awarded to the successful bidders up to Thursday, 30th June, 2022.
2. Bidding shall be conducted through Open Competitive **Bidding Single Stage- Two Envelop procedure** as specified in the Rule 38 2(a) of Punjab Procurement Rules-2014 (as amended to date) and is open to all eligible bidders as defined in the bidding document.
3. Interested eligible bidders may obtain bidding documents IMMEDIATELY from **PSC Seed Farms Pirowal, Khanewal, and Distt. Khanewal** during office hours after payment of **PKR 1,000/- (One thousand only)**
4. Sealed Bids must be delivered to the above office **on or before (Saturday), 22<sup>nd</sup> January, 2022 11:00 AM**. Proposals must be accompanied by a **Bid Security as mentioned above** in the form of **Demand Draft, Pay Order, Banker's Cheaque or Call at Deposit** duly issued from a Scheduled Bank of Pakistan.
5. Bids will be opened on (Saturday), 22<sup>nd</sup> January, 2022 11:30 AM in the presence of bidders or their representatives along-with authority letter with signatures of CEO & Seal of Firm at PSC Seed Farms Pirowal, Khanewal, Distt.Khanewal.
6. If bid closing/opening date falls on local/national holiday, the date of bid closing/opening shall be the next working day on the same time and venue.
7. The bidders are required to give their **best and final prices** (inclusive of all applicable Taxes) as no negotiations are expected. However, Sale Tax may be shown separately.
8. Bids not complying with the requirements shall be rejected being non- responsive. Alternate proposals and / or conditional bids shall be considered non-responsive.
9. Taxes will be deducted as per applicable government rules. NTN and Sales Tax Registration Certificates must be provided with the Bid.
10. Bids which are incomplete, not sealed, not signed and / or not stamped, late or submitted by other than specified mode will be rejected.
11. The contract shall be awarded to the lowest evaluated bidder for **individually each item**. Rate should be offered for each item.
12. This advertisement and bidding documents are also available on and can download from <http://www.psc.agripunjab.gov.pk> and <https://www.ppra.punjab.gov.pk>. The downloaded bidding document should be submitted along with a Bank Draft of Rs.1,000/- in favor of PSC Seed Farms Khanewal.
13. For obtaining any further information or clarifications, please contact the person named below:

## [Director Farms]

Punjab Seed Corporation  
Seed Farms Pirowal, Khanewal  
Distt.Khanewal Ph: 92 65 2680155  
Email: [farmkwl@psc.punjab.gov.pk](mailto:farmkwl@psc.punjab.gov.pk)

# Part-I

## Section I. Instructions to Bidders

### 1. Source of Funds

The Procuring Agency named in the Bid Data Sheet has own funds. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.

### 2. Eligible Bidders

This Invitation for Bids is open to all suppliers, except as provided hereinafter.

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 Procuring Agency 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.

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 Government.

Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

### 3. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such goods and services.

For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of goods and services is distinct from the nationality of the Bidder.

#### **4. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, 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**

#### **5. Content of Bidding Documents**

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) Instructions to Bidders(ITB)
  - (b) Bid Data Sheet
  - (c) Schedule of Requirements
  - (d) Technical Specifications
  - (e) Bid Submission Form
  - (f) Manufacturer's Authorization Form
  - (g) Price Schedules
  - (h) Contract Form
  - (i) Performance Guarantee Form
  - (j) General Conditions of Contract (GCC)
  - (k) Special Conditions of Contract (SCC)

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.

## **6. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in ITB Clause

19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's 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.

## **7. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Purchaser, 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.

All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be bidding on them.

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**

## **8. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

## **9. Documents Comprising the Bid**

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

- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;



- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15.

## 10 Bid Form

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, their country of origin, quantity, and prices.

## 11 Bid Prices

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.

Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.

The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

## 12 Bid Currencies

Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

## 13 Documents Establishing Bidder's Eligibility and Qualification



Pursuant to ITB Clause 9, 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.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

#### **14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

Pursuant to ITB Clause 9, 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.

The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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 giving 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 in the Bid Data Sheet, 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.

For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **15. Bid Security**

Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

Unsuccessful bidders' bid security 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 pursuant to ITB Clause 16.

The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the

performance guarantee, pursuant to ITB Clause 33.

The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32;

or

(ii) to furnish performance guarantee in accordance with ITB Clause 33.

## **16 Period of Validity of Bids**

Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be adjusted by a factor specified in the request for extension.

## **17 Format and Signing of Bid**

The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

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.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

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**

##### **18. Sealing and Marking of Bids**

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.

The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet.

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".

If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

##### **19. Deadline for Submission of Bids**

Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **20. Late Bids**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

## **21. Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

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

## **22. Opening of Bids by the Purchaser**

The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.

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 pursuant to ITB Clause 20.



Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

The Purchaser will prepare minutes of the bid opening.

### 23. Clarification of Bids

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.

### 24. Preliminary Examination

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.

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 the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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.

Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security**(ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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 then on conformity.

## 25. Qualification & Evaluation of Bids

In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

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, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required.

The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

### **Alternate** 25.5 Quality & Cost-based Selection:

The following merit point system for weighing evaluation factors can be applied if specified in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose from the range of ]

Price of the goods	60 to 90
Quality, technology and metallurgy	0 to 20
Performance and productivity	0 to 20
Standardization	0 to 20
Projected life-cycle cost	0 to 20
Operating and maintenance costs	0 to 20
Cost of spare parts and after-sales service	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.



## **26. Contacting the Purchaser**

Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

## **F. Award of Contract**

### **28. Award Criteria**

Subject to ITB Clause 30, 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.

### **29. Purchaser's Right to Vary Quantities at Time of Award**

The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **30. Purchaser's Right to Accept or Reject All Bids**

The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidder so the grounds for the Purchaser's action.

### **31. Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing that its bid has been accepted.

Upon the successful Bidder's furnishing of the performance guarantee pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

### **32. Signing of Contract**

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 provided in the bidding documents, incorporating all agreements between the parties.

Within ten (10) days of the issuance of Contract Award Notification, the successful Bidder shall sign and date the contract and return it to the Purchaser.

### **33. Performance Guarantee**

Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Purchaser.

Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

### **34. Corrupt or Fraudulent Practices**

The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows: -

(a)

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official into procurement process or 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 Procuring Agency,

(iii) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency 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 contracting question;

(c) The Procuring Agency will sanction a firm, in accordance with prevailing

Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

## Part-I

### Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

#### Introduction

##### ITB 1.1

Name of Procuring Agency: **Director (Farms), PSC Seed Farms Pirowal, Khanewal, Distt. Khanewal**

Name of Scheme / Project: NIL

Name of Contract: **Procurement of Weedicides, Insecticides/ Pesticides, Fungicides, Granules/Seed Treatment**

##### ITB 4.1

Name of Purchaser: **Director Farms, Seed Farms Khanewal**

##### ITB 6.1

For clarification purposes, the Employer's Address is: **PSC Seed Farms Pirowal, Khanewal, Distt. Khanewal**. Requests for clarification shall be received by the Employer not Later than **Saturday, 22<sup>nd</sup> January 2022**.

##### ITB 8.1

Language of the bid. **English**

#### Bid Price and Currency

##### ITB 11.2

The price quoted shall be **Delivered Duty Paid** at the location mentioned in the Schedule of Requirements including the delivery charges.

#### ITB 11.4

The price shall be in **Pak Rupees** and shall be **fixed**. The Price shall **remain valid** during currency of the contract, i.e., **Thursday, 30th June, 2022 which can be extended for a further period of 12 months i.e. upto 30<sup>th</sup> June 2023 on the same terms & conditions of the award letter to be issued to the successful bidders.**

### Preparation and Submission of Bids

#### ITB 13.2

##### LEGAL Requirements (MANDATORY)

1. Registration with Federal Board of Revenue (FBR) for Income Tax and General Sales Tax (GST) with active status on Active Taxpayer List (ATL) of FBR
2. Fulfilling all requirements of CLAUSE 2 ("Eligible Bidders") of Instructions to Bidders
3. An affidavit for Correctness of Information & Non-Blacklisting on prescribed format (See Annexure-I)
4. **Power of Attorney** (see Annexure-III for template) from the Bidding Firm / Company authorizing the relevant person to represent it (if applicable).
5. Undertaking on Judicial Paper that the firm fulfills eligibility requirements of ITB Clause 2, is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.
6. Registration with Securities and Exchange Commission of Pakistan (SECP) or Registration with Registrar of Firms
7. Registration with Punjab Revenue Authority (PRA) for Provincial Sales Tax (PST).

#### ITB 13.3

##### Qualification Requirements of Bidder

In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following:-

1. The Bidder must be a **Original Manufacturers / Importers / Authorized Distributors / General Order Suppliers** for sales & service of the goods continuously for last one-year.
2. Technical Brochures of items quoted, mentioning its specifications and manufacture's model product.
3. If an Agent submits bids on the behalf of more than one manufacturer, unless each such bid is accompanied by a separate Bid Form for each

bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.

**ITB 14.3 (a)**

The Bidder shall attach with the Bid **Technical Brochures** of items quoted, mentioning its specifications, manufacture's model & product.

**ITB 14.3 (b)**

A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.

**Amount of Bid Security:**

**ITB 15.1**

Bids shall be on the prescribed format, sealed and accompanied by the Bid Security in the form of **Demand Draft, Pay Order, Banker's Cheque or Call at Deposit** in favor of **Director (Farms)** having its **validity till 90 days from the date of opening**.

The complete list of items and their bid security is defined ahead under the section **Items List and Bid Security**.

**ITB 16.1**

Bid Validity Period: **90 days** after the date of opening of bid.

**ITB 17.1**

The bids shall be submitted in the format of **Single Stage-Two Envelop**.

The envelopes shall be marked as "**Technical Proposal**" and "**Financial Proposal**" Technical Proposal: Original + 1 Copy(ies) (marked accordingly on the inner envelopes).

Financial Proposal: Original + 1 Copy(ies) (on prescribed forms, i.e. Bid Submission Form & Price Schedules)

**Note: These Forms are provided with these Bidding Documents. All the envelopes shall be placed in a common outer envelope which shall contain following title "Bid for PROCUREMENT OF WEEDICIDES, INSECTICIDES/ PESTICIDES, FUNGICIDES, GRANULES/SEED TREATMENT"**

**This envelope shall be addressed to Director (Farms), PSC Seed Farms Pirowal, Khanewal, Distt. Khanewal, with name & address of the bidder.**

**ITB 18.2 (a)**

Address for Bid Submission: **Director Farms, Punjab Seed Corporation,  
Seed Farms, Pirowal, Khanewal, Distt. Khanewal.**

**ITB 18.2 (b)**

**IFB Title & Number:**

IFB Title: **PROCUREMENT OF WEEDICIDES, INSECTICIDES/ PESTICIDES,  
FUNGICIDES, GRANULES/SEED TREATMENT**

IFB Number: **No: PSC /Farm-KWL/2021-22/02**

**Bid Evaluation**

**ITB 25.3**

**Criteria for bid evaluation:**

- i. Substantively responsive bid (from qualified bidder) offering the lowest Delivered Duty Paid (DDP) price for each lot. Rates should be offered for each item but bid will be evaluated on the basis of Lot wise. The offered rates for incomplete Lot shall be ignored.
- ii. **Detailed evaluation criteria annexed at (Annexure-VI).**

**Contract Award**

**ITB 28.1**

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.

**ITB 29.1**

**Percentage for quantity increase or decrease:**

The tentative quantities mentioned hereunder, however the actual quantity will be ordered by the Director Farms/ Incharge Farms concerned on the basis of Pest Scouting report which may increase or decrease from the tentative quantity.



## Part-I

### Section III. Items List and Bid Security

#### Lot # 1 WEEDICIDE

Sr. No.	Description	Unit	Quantity	Estimated Amount (Rs.)	Bid Security (Rs.)
1	Pendimethlin	Liters	493	307632	<b>38,587</b>
2	S-Metolachlor	Liters	128	150528	
3	Glyphosate	Liters	24	11208	
4	Paraquate	Liters	204	95268	
5	Conquest	Liters	54	101682	
6	Premextra Gold/S-Metolachlor+Atrazine or equivalent	Liters	56	91000	
7	Gangvi/ Mesotrione+Atrazine or equivalent	Liters	47	38070	
8	Axial or equivalent	Liters	117	336375	
9	Bromixinal	Liters	191	284590	
10	Atrazine + Acetachlor	Liters	27	23058	
11	Acetachlor	Liters	15	7425	
12	Percept / Heloxyflorafin or equivalent	Liters	81	115344	
13	Pendi+Metolochlor	Liters	12	11520	
14	Beutachlor	Liters	54	38610	
15	Mesotrione+Halosuphuran +Atrazine	Liters	6	7500	
16	Rifit or equivalent	Liters	40	60000	
17	Paranex Gold or equivalent	Liters	23	29900	
18	Cleaner/Mesosulphuran+Furasalan or equivalent	Liters	36	219600	
	<b>TOTAL</b>			<b>1929310</b>	

#### Lot # 2 INSECTICIDES/ PESTICIDES

19	Chlorfenopyr	Liters	89	303045	<b>49,773/-</b>
20	Nitenpyram	kgs	10	63250	
21	Bifenthrin	Liters	218	209280	
22	Pyriproxifen	Liters	97	93411	
23	Acetamiprid	Kgs	24	29760	
24	Leufenoran	Liters	90	82350	
25	Delta+Triazophos	Liters	49	52381	
26	Spintoram SL	Liters	11	290400	
27	Diafenthiuran	Liters	19	61465	
28	Ocean/Dinutifuran or equivalent	kgs	10	160000	
29	Proaxix/Gamma-cyhalothrin or equivalent	Liters	11	32560	
30	Ulala/Flunicamid or equivalent	kgs	8	148664	
31	Amidacloprid	kgs	45	79695	
32	Solvigo /Abamecton+Thiomethaxin or equivalent	Liters	49	85456	



33	Emmamectin	Liters	73	64970
34	Lamda Cyhalothrin	Liters	86	36550
35	Clothianidin	Liters	19	33193
36	Acephate	kgs	24	42864
37	Fepronil	Liters	49	68894
38	Advantage/Carbosulphan or equivalent	Liters	1	3350
39	Buprofuzine	Liters	58	42978
40	Choloropyrifos	Liters	12	9120
41	Metrine 0.5	Liters	33	99000
42	Ema+Lufenuran	Liters	90	396000
	<b>TOTAL</b>			<b>2488636</b>

### Lot # 3 FUNGICIDES

43	Azoxystrobin+Difenaconazole	Liters	50	167500	<b>30,378</b>
44	Azoxystrobin+Difenaconazole	kgs	12	36000	
45	Thiophenate methyle	kgs	28	27160	
46	Cabrio Top or equivalent	kgs	27	107109	
47	Carbendazime	kgs	44	44000	
48	Ridomil Gold/ Metalyxal+Mencozeb M or equivalent	kgs	56	50400	
49	Fosteyl Aluminium	kgs	24	19560	
50	Clidinathine+Azoxystrobin	kgs	42	117600	
51	Tilt or equivalent	Liters	24	69600	
52	Score/Diefenaconazol or equivalent	Liters	3	6684	
53	Melodydue	kgs	24	59688	
54	Intracal or equivalent	kgs	12	18240	
55	Tribenuron+Haloxypop	kgs	12	21600	
56	Nitavo or equivalent	kgs	60	673800	
57	Coperoxicloride	kgs	36	32724	
58	Velidamycine+Emisto	-	12	67200	
	<b>TOTAL</b>			<b>1518865</b>	

### Lot # 4 GRANULES /SEED TREATMET

59	Virtako/Clorintraniliprole+Thiomethoxam or equivalent	kgs	624	171600	<b>9935</b>
60	Corbofuran	kgs	1008	119952	
61	Hombre/ Imidacloprid + Taboconazole or equivalent	Liters	7	46550	
62	Cartap or equivalent	kgs	950	158650	
				<b>496752</b>	

	<b>GRAND TOTAL</b>			<b>6,433,563</b>	<b>1,28,673</b>
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## Part-I

### Section IV. Schedule of Requirements

- i. Delivery will be made within seven days from the issue of purchase order by the Director Farms or concerned Incharge Farm.
- ii. The delivery locations are PSC Seed Farms Khanewal, Sahiwal and Piplan.
- iii. The tentative quantities mentioned hereunder, however the actual quantity will be ordered by the Director Farms on the basis of Pest Scouting report which may vary from the tentative quantity.
- iv. Test report from recognized Government/Public laboratory or certificate from Pest Warning & Quality Control Department will be provided by the contractor firm.
- v. The supplying firm will quote its product brand name while quoting rate for the Weedicides, Insecticides/ Pesticides, Fungicides, Granule/Seed Treatment.

Sr. No.	Description	Unit	Tentative Quantity
<b>LOT # WEEDICIDES</b>			
1	Pendimethlin	Liters	493
2	S-Metolachlor	Liters	128
3	Glyphosate	Liters	24
4	Paraquate	Liters	204
5	Conquest	Liters	54
6	Premextra Gold/S-Metolachlor+Atrazine or equivalent	Liters	56
7	Gangvi/ Mesotrione+Atrazine or equivalent	Liters	47
8	Axial or equivalent	Liters	117
9	Bromixinal	Liters	191
10	Atrazine + Acetachlor	Liters	27
11	Acetachlor	Liters	15
12	Percept / Heloxyflorafin or equivalent	Liters	81
13	Pendi+Metolochlor	Liters	12
14	Beutachlor	Liters	54
15	Mesotrione+Halosuphuran +Atrazine	Liters	6
16	Rifit or equivalent	Liters	40
17	Paranex Gold or equivalent	Liters	23
18	Cleaner/Mesosulphuran+Furasalan or equivalent	Liters	36

#### **Lot # 2- PESTICIDE**

19	Chlorfenopyr	Liters	89
20	Nitenpyram	kgs	10
21	Bifenthrin	Liters	218
22	Pyriproxifen	Liters	97
23	Acetamiprid	Kgs	24
24	Leufenoran	Liters	90
25	Delta+Triazophos	Liters	49

26	Spintoram SL	Liters	11
27	Diafenthiuran	Liters	19
28	Ocean/Dinutifuran or equivalent	kgs	10
29	Proaxix/Gamma-cyhalothrin or equivalent	Liters	11
30	Ulala/Flunicamid or equivalent	kgs	8
31	Amidacloprid	kgs	45
32	Solvigo /Abamecton+Thiomethaxin or equivalent	Liters	49
33	Emmamectin	Liters	73
34	Lamda Cyhalothrin	Liters	86
35	Clothianidin	Liters	19
36	Acephate	kgs	24
37	Fepronil	Liters	49
38	Advantage/Carbosulphan or equivalent	Liters	1
39	Buprofuzine	Liters	58
40	Choloropyrifos	Liters	12
41	Metrine 0.5	Liters	33
42	Ema+Lufenuran	Liters	90

### Lot # 3- FUNGICIDES

43	Azoxystrobin+Difenaconazole	Liters	50
44	Azoxystrobin+Difenaconazole	kgs	12
45	Thiophenate methyle	kgs	28
46	Cabrio Top or equivalent	kgs	27
47	Carbendazime	kgs	44
48	Ridomil Gold/ Metalyxal+Mencozeb M or equivalent	kgs	56
49	Fosteyl Aluminium	kgs	24
50	Clidinathine+Azoxystrobin	kgs	42
51	Tilt or equivalent	Liters	24
52	Score/Diefenaconazol or equivalent	Liters	3
53	Melodydue	kgs	24
54	Intracal or equivalent	kgs	12
55	Tribenuron+Haloxypop	kgs	12
56	Nitavo or equivalent	kgs	60
57	Coperoxicloride	kgs	36
58	Velidamycine+Emisto	-	12

### Lot # 4- GRANULES /SEED TREATMET

59	Virtako/Clorintraniliprole+Thiomethoxam or equivalent	kgs	624
60	Corbofuran	kgs	1008
61	Hombre/ Imidacloprid + Taboconazole or equivalent	Liters	7
62	Cartap or equivalent	kgs	950

# PART 1

## Section V. Technical Specifications

Sr. No.	Pest situation	Common name of the recommended insecticide	Dose / acre (ml/gm)
1	Seed treatment to control sucking insect pests at an early stage.	Imidacloprid 70 WS *Thiamethoxam 70 WS	10 gm/kg seed 5 gm/kg seed
2	Thrips reached ETL, during early stage of crop and clear damage symptoms are visible.	Chlorfenpyr 360SC Spinetoram 120SC Spinosad 240 SC Imidacloprid 200SL Acetamiprid 20 SP Formathion 25 EC Etofenprox 30 EC Or Any other suitable registered insecticide	100 50 50 80 50 500 200
3.	Whitefly population reached ETL, during early stage of crop.	Diafenthiuron 500 SC Spirotetramate 240 SC Acetamiprid 20SP Imidacloprid 200 SL Buprofezin 20SC Pyriproxyfen 10.8EC Any other suitable registered insecticide	200 125 150 250 600 400
4.	Jassid population reached ETL, during early stage of crop	Dinotefuran 20SC Dimethoate 40EC Imidacloprid 200 SL Nitenpyram 10 SL Etofenprox 30 EC Thiamethoxam 25 WG Or Any other suitable registered insecticide	100 350 200 200 200 24
5.	Whitefly & Jassid collectively reached ETL during early stage of crop.	Dinotefuran 20SC Dimethoate 40EC Imidacloprid 200 SL Nitenpyram 10 SL Etofenprox 30 EC Thiamethoxam 25 WG Mix with IGR Buprfoezin 20SC Pyriproxyfen 10.8EC	100 350 200 200 200 24  600 400
6.	Pink bollworm reached ETL.	Spinosad 240 SC Spinetoram 120 SC Spinetoram 250 WG Gamma Cyhalothrin Triazophos 40 EC Bifenthrin 10 EC Cypermethrin 10 EC Deltamethrin 2.5 EC Tralomethrin Fenvalerate 20 EC Or Any other suitable registered insecticide	50 100 40 100 1000 275 333 / 365 300 80 250 / 265

7.	Spotted bollworm reached ETL	Spinosad 240 SC Spinetoram 120 SC Cypermethrin 10 EC Deltamethrin 2.5 EC Beta-Cyfluthrin 25 EC Cyhalothrin 2.5 EC Fenvalerate 20 EC Alpha cypermethrin 5 EC <b>Or</b> Any other suitable registered insecticide	40 40 300 / 325 333 / 365 250 / 275 333 / 370 400 / 450 440 / 490
8.	American bollworm reached ETL at early stage.	Spinosad 240 SC Spinetoram 250 WG Chlorfenapyr 360 SC Emamectin Benzoate 1.9 EC Chlorpyrifos 40 EC Profenofos 500 EC Indoxacarb 150 SC Thiodicarb 80 DF <b>Or</b> Any other suitable registered insecticide	100 60 333 200 1000 1000 175 480
9.	Aphids reached ETL in later part of the crop life.	Carbosulfan 20 EC Diafenthiuron 500 SC Chlorpyrifos 40 EC Quinalphos 25 EC <b>Or</b> Any other suitable registered insecticide	500 200 750 1250
10.	Mites reached ETL.	Spiromesifen 240 SC Fenpyroximate 5 SC Azoocyclotin 25 WP Pyridaben 15 EC Amitraz 20 EC Diafenthiuron 500 SC Ethion 46 EC Triazophos 40 EC Chlorfenapyr 360 EC Hexythiazox 10 WP <b>Or</b> Any other suitable registered insecticide	100 200 150 500 1000 200 1000 600 333 220
11	Armyworm attack on cotton.**	Methoxyfenozide 240 SC Lufenuron 50 EC* Flubendamide 480 SC Emamectin Benzoate 1.9 EC Tebufenazide 20 Acephate 75 SP Indoxacarb 150 SC Methomyl 42 SP*** <b>Or</b> Any other suitable registered insecticide	200 200 50 250 350 750 175 500
12	Black headed cricket	Bait Ingredients: 1. Rice husk (Bhossi) 10 kg/acre 2. Methamidophos or Endosulfan ½ litre. 3. Gur (Molasses) 1 kg 4. Water As per requirement	The formulated material is for one acre
13	Mealy bug infestation during early stage of crop	Acetamiprid 20 SP Imidacloprid 200SL	150 250
14	Mealy bug infestation during late stage of crop	Profenofos 50 EC Methidathion 40 EC Chlorpyrifos 40 EC	800 400 1000
15	Dusky cotton bug	Fipronil Clothianidin Triazophos Imidacloprid + Fipronil	480 150 660 60
16	Red cotton bug	Fipronil 5 SC Triazophos 40 EC Cypermethrin + Chlorpyrifos Triazophos + Deltamethrin Imidacloprid + Fipronil	480 660 500 600 60



- i. Specification approved by the office of Director General Quality Control and Plant Protection (Pest warning), Agriculture Department, Government of the Punjab will be the standard parameters.
- ii. No item will be accepted which is below the approved standard of Director General Quality Control and Plant Protection (Pest warning), Agriculture Department, Government of the Punjab.
- iii. The items will be ordered by the Director Farms/Incharge Farms concerned on the basis of Pest Scouting report by the agriculture experts.



# Part-I

## Section V. Bidding Forms

### I. Bid Submission Form

Ref: PSC/Farm-KWL/2021-22/02

Dated: -----  
No.: -----

To  
Director Farms,  
PSC Seed Farms Pirowal,  
Khanewal, Distt. Khanewal

Having examined the bidding documents including Addenda Nos. *[insertnumbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods under the contract "PROCUREMENT OF WEEDICIDES, INSECTICIDES/PESTICIDES, FUNGICIDES & GRANULES/ SEED TREATMENT" in conformity with the said bidding document set the rate(s) mentioned in the "PRICE SCHEDULES" or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

**We agree to abide by this Bid during Bid validity period as mention in Bid Data Sheet From the date fixed for Bid opening** under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.

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")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

(signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_



# Part-I

## Section V. Bidding Forms

### II. PRICE SCHEDULES

#### Financial Proposal Submission Form Weedicides, Insecticides/ Pesticides, Fungicides & Granules/ Seed Treatment

**[Khanewal, 22<sup>nd</sup> January 2022]**

To

Dear Sir,

We, the undersigned, offer to render services in accordance with the scope defined in the tender document for (**Procurement of Weedicides, Insecticides/Pesticides, Fungicides & Granules/ Seed Treatment**) dated (22.01.2022) and our Technical Proposal. Our financial proposal / bid indicating the offered rate for each item for **year 2021-22** under **frame work contract** is as under.

Sr. No	Item / Description	Brand	Quantity	Unit Price Excluding Sale Tax (PKR)	Sale Tax	Unit Price Including Sale Tax (PKR)	Total Amount
<b><u>Lot # 1 - WEEDICIDE</u></b>							
1	Pendimethlin						
2	S-Metolachlor						
3	Glyphosate						
4	Paraquate						
5	Conquest						
6	Premextra Gold/S-Metolachlor+Atrazine or equivalent						
7	Gangvi/ Mesotrione+Atrazine or equivalent						
8	Axial or equivalent						
9	Bromixinal						
10	Atrazine + Acetachlor						
11	Acetachlor						
12	Percept / Heloxyflorafin or equivalent						
13	Pendi+Metolochlor						
14	Beutachlor						
15	Mesotrione+Halosuphuran +Atrazine						
16	Rifit or equivalent						
17	Paranex Gold or equivalent						
18	Cleaner/Mesosulphuran+Furasalan or equivalent						

<b>LOT # 2 INSECTICIDES/ PESTICIDES</b>							
19	Chlorfenopyr						
20	Nitenpyram						
21	Bifenthrin						
22	Pyriproxifen						
23	Acetamiprid						
24	Leufenoran						
25	Delta+Triazophos						
26	Spintoram SL						
27	Diafenthuran						
28	Ocean/Dinutifuran or equivalent						
29	Proaxix/Gamma-cyhalothrin or equivalent						
30	Ulala/Flunicamid or equivalent						
31	Amidacloprid						
32	Solvigo /Abamecton+Thiomethaxin or equivalent						
33	Emmamectin						
34	Lamda Cyhalothrin						
35	Clothianidin						
36	Acephate						
37	Fepronil						
38	Advantage/Carbosulphan or equivalent						
39	Buprofuzine						
40	Choloropyrifos						
41	Metrine 0.5						
42	Ema+Lufenuran						
<b>Lot # 3 – FUNGICIDE</b>							
43	Azoxystrobin+Difenaconazole						
44	Azoxystrobin+Difenaconazole						
45	Thiophenate methyle						
46	Cabrio Top or equivalent						
47	Carbendazime						
48	Ridomil Gold/ Metalyxal+Mencozeb M or equivalent						
49	Fosteyl Aluminium						
50	Clidinathine+Azoxystrobin						
51	Tilt or equivalent						
52	Score/Diefenaconazol or equivalent						
53	Melodydue						
54	Intracal or equivalent						
55	Tribenuron+Haloxfop						
56	Nitavo or equivalent						
57	Coperoxicloride						
58	Velidamycine+Emisto						
<b>Lot # 4 - GRANULES /SEED TREATMET</b>							
59	Virtako/Clorintraniliprole+Thiomethoxam or equivalent						
60	Corbofuran						
61	Hombre/ Imidacloprid + Taboconazole or equivalent						
62	Cartap or equivalent						

- i. Rates should be offered for each item but bid will be evaluated on the basis of entire lot.
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.
- iii. Price indicated in the price schedule shall be delivered duty paid (DDP) Price. The offered rates are inclusive of all taxes, Income Tax and Sales Tax etc. and other taxes should be mentioned separately.
- iv. Price per unit should be clearly indicated in terms of fixed price.
- v. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the tender.
- vi. Stamp Duty will be paid by Supplier.

---

**Signed**

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant. Date:

## Part-II

### Section I. Framework Contract

#### Forms Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between, **Director (Farms), PSC Seed Farms Pirowal, Khanewal, Distt. Khanewal**(hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, under the Contract **PROCUREMENT OF WEEDICIDES, INSECTICIDES/ PESTICIDES, FUNGICIDES, GRANULES/ SEED TREATMENT** and has accepted a bid by the Supplier for the supply of those goods and services at rate(s) mentioned in the "PRICE SCHEDULES" (hereinafter called "the Contract Price(s)").

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 be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and 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 their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



## **Part-II**

### **Section II. General Conditions of Framework Contract**

#### **1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.

(h) "The Purchaser's country" is Islamic Republic of Pakistan.

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

## **2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **3. Country of Origin**

For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of Goods and Services is distinct from the nationality of the Supplier.

## **4. Standards**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution

## **5. Use of Contract Documents and Information; Inspection and Audit by the Purchaser**

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so



required by the Purchaser.

The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

## **6. Patent Rights**

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

## **7. Performance Guarantee**

Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance guarantee in the amount specified in SCC.

The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance guarantee shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

The performance guarantee will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what

inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/ or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

Delivery of the Goods shall be made by the Supplier in accordance with the terms

specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

Documents to be submitted by the Supplier are specified in SCC.

#### **11. Insurance**

The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility.

#### **12. Transportation**

The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

#### **13. Incidental Services**

The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of on-site assembly and/or startup of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

#### **14. Spare Parts**

As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country,

whichever period concludes earlier, unless specified otherwise in SCC.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **16. Payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

The currency of payment is Pak. Rupees.

## **17. Prices**

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

## **18. Change Orders**

The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;



- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

#### **19. Contract Amendments**

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **20. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

#### **21. Subcontracts**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Sub contracts must comply with the provisions of GCC Clause 3.

#### **22. Delays in the Supplier's Performance**

Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the



Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

### **23. Liquidated Damages**

Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

### **24. Termination for Default**

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"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 or in contract execution.

"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 Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **25. Force Majeure**

Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

#### **26. Termination for Insolvency**

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

## **27. Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that is complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

## **28. Resolution of Disputes**

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/ or arbitration.

## **29. Governing Language**

The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to

the Contract which are exchanged by the parties shall be written in the same language.

### **30. Applicable Law**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

### **31. Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **32. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, license fees, Stamp Duty, etc., incurred until delivery of the contracted Goods to the Purchaser.

## **Part-II**

### **Section III. Special Conditions of Framework Contract**

The following Special Conditions of Framework Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g): The Purchaser is: **Director (Farms), PSC Seed Farms Pirowal, Khanewal, Distt. Khanewal**

GCC 1.1 (h): The Purchaser's country is: **Islamic Republic of Pakistan**

GCC 1.1 (i): The Suppliers: \_\_\_\_\_

GCC 1.1 (j): The Project's Site is:

#### **2. Country of Origin (GCC Clause 3)**

Refer to Price Schedule

### **3. Duration of Contract:-**

The rate contract shall be effective with effect from the date of signing of contract to **30.06.2022**. After contract period further extendable with mutual consents of both the parties upto twelve(12) months.

### **4. Quantities**

Under this Frame Work Contract, contractor shall be required and bound to supply weedicides, insecticides/ pesticides, fungicides on written demand of Director Farms to the indenters/consignees throughout the financial **year 2021-22** as per tentative quantities, which are liable to increase or decrease as per actual demand by the purchaser.

### **5. Performance Guarantee (GCC Clause 7)**

GCC7.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (of the contract price) in the shape of Demand Draft, Pay Order, Banker's Cheque or Call at Deposit from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

### **6. Framework Contract Operating Officer**

- i. The framework contract shall be operated upon by the Director Farms. No guarantee can be given as to the item wise quantity, which will be ordered during the contract period, however, the Director Farms may order all or part of the quantities. The approval of indent shall be intimated to the Director Farms by the contracting firm within 48 hours.
- ii. The Director Farms is only permitted to operate against this contract on the distinct understanding that the funds are available under the proper head in the sanctioned budget of the indenting officer in the **year 2021-22** to which the cost will be adjusted.
- iii. The contracting firm shall not reduce the quantity while approving the indents.

### **7. Quality**

- i. The Weedicides, Insecticides/ Pesticides, fungicides should strictly conform to the tender specifications for which a third party test report will be obtained at the cost of contractor on "as and when required basis" and the



results shall be binding on both the parties.

- ii. The contractor shall bear only such losses if caused due to poor quality of Items. However, if the product is according to the specifications at the time of delivery, then contractor shall not be liable for any loss.
- iii. Test report from recognized Government/Public laboratory will be provided by the contractor firm to confer the quality of items procured. The Specification approved by the office of Director General Quality Control and Plant Protection (Pest warning), Agriculture Department, Government of the Punjab will be used as standard.

#### **8. Inspections and Tests (GCC Clause 8)GCC 8.1:**

- i. For conformance to specifications and performance parameters, Prior to delivery inspection will be carried out by the authorized officer and Inspection Report by Procurement Committee / Inspection Team will be issued.
- ii. In case of complaint the store shall be inspected jointly by the representative of the firm and buyer / Indenter / consignee. The payment process shall be initiated only on the receipt of satisfactory inspection report.
- iii. If stores are rejected jointly by the consignee, receiver and inspector, it shall be concluded that the rejection is final and justified if inspection is carried out in the presence of contractor's representative and proper justification is given by the inspector under terms and conditions of the contract, and stores shall be replaced free of cost.
- iv. The bidding firms shall replace the products free of cost if the same have been declared not according to the specifications. The decision in this regard concluded after testing from a laboratory at the cost of supplier shall be find and bidding on the contractor / supplier.
- v. For Physical Fitness having No Damages (Certificate from supplier)
- vi. For the Country of Origin as quoted by the Supplier (Certificate from manufacturer).

#### **9. Delivery and Documents (GCC Clause 10)**

Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the



Purchaser:

1. Copies of the Supplier's invoice showing Goods' description, quantity, unit Price, and total amount;
2. Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
3. Copies of the packing list identifying contents of each package;
4. Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;
5. Certificate of Origin.
6. The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock.

**10. Incidental Services (GCC Clause 13)**

Incidental services to be provided are:

1. At site complete training of Purchaser's nominated staff regarding utilization and maintenance and operation of Goods.
2. At site preventive maintenance on quarterly basis by the bidder's qualified staff during contract period, starting from final acceptance of goods.  
The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

**11. Warranty (GCC Clause 15)**

- i. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current period. The Supplier further warrants that all Goods supplied under this Contract shall have no defect.
- ii. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 5% of the contract price.

**12. Payment (GCC Clause 16)**

GCC 16.1: The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

1. in Pakistani Rupees(PKR),
2. Upon submission of bills along with relevant documents.

3. Within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC4.

### **13.Prices (GCC Clause 17)**

GCC 17.1: Prices shall be: Fixed.

### **14. Liquidated Damages (GCC Clause 23)**

GCC23.1: Applicable rate: 0.01% of contract price  
per day Maximum deduction: 10.00% of contract  
price

### **15.Resolution of Disputes (GCC Clause 28)**

GCC 28.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with Rules of Arbitration notified by Pakistan Engineering Council and applicable on the day of bid opening.

### **16.Governing Language (GCC Clause 29)**

GCC 29.1: The Governing Language shall be: **English.**

### **17.Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the applicable laws of Islamic Republic of Pakistan.

### **18. Notices (GCC Clause 31)**

GCC 31.1: Purchaser's address for notice purposes

Director Farms, PSC Seed Farms PSC Khanewal, Distt. Khanewal

Suppliers' address for notice purposes

# Annexures

Annexure-I

## Undertaking for Correctness of Information and Non-Blacklisting

### (To be provided on the letterhead of Bidder)

I, the undersigned, do hereby certify that all the statements made in this application / bid and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan.

The undersigned certify that my firm / company is not involved in \* litigation or arbitration and has not been declared ineligible / debarred by any of the Federal/ Provincial Government or any other entity due to any reason whatsoever and is eligible to carry out the business in Pakistan for which this Bid / Application for Prequalification is being made.

Signed by an authorized representative

Name of the Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

*\*In case of involvement of applicant / bidder in any litigation or arbitration, current status or the proof of dispute resolution along with the history of litigation / arbitration for **last ten** years on Litigation History Form (See Annexures) shall be provided with the bid*

## Annexure-II

### Certificates

(To be provided by the bidders on letterhead along with tender duly filled in, signed and stamped)

We hereby confirm to have read carefully the description of stores and all the terms and conditions of your tender enquiry No. **02** due for opening on **22<sup>nd</sup> January 2022 at 11:30 AM** for the supply of specified stores in

1. addition to the conditions as appended herewith and also all the special instructions attached to the said tender enquiry. We agree to abide by all those instructions/conditions.

We also hereby confirm that the stores offered by us are exactly to the

2. particulars and specifications as laid down in your tender enquiry in all respects.

3. The stores offered by us are of (a) foreign origin or (b) local origin.

We accept that if the required Bid Security is not furnished or our offer is

4. found lacking in any of the requirement of your tender enquiry, it shall be ignored.

We hereby confirm to understand that the delivery period is the essence of the contract and it will be strictly adhered to by us. In case of failure we agree that contract shall stand cancel and performance guarantee shall be

5. forfeited and procuring agency reserves the right to purchase the store from elsewhere without any notice at the risk and cost of defaulting contractor.

Certified that the prices quoted to the department against **tender No. 02** are not more than the prices, we charged from any other purchasing

6. agencies in the country. In case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess.

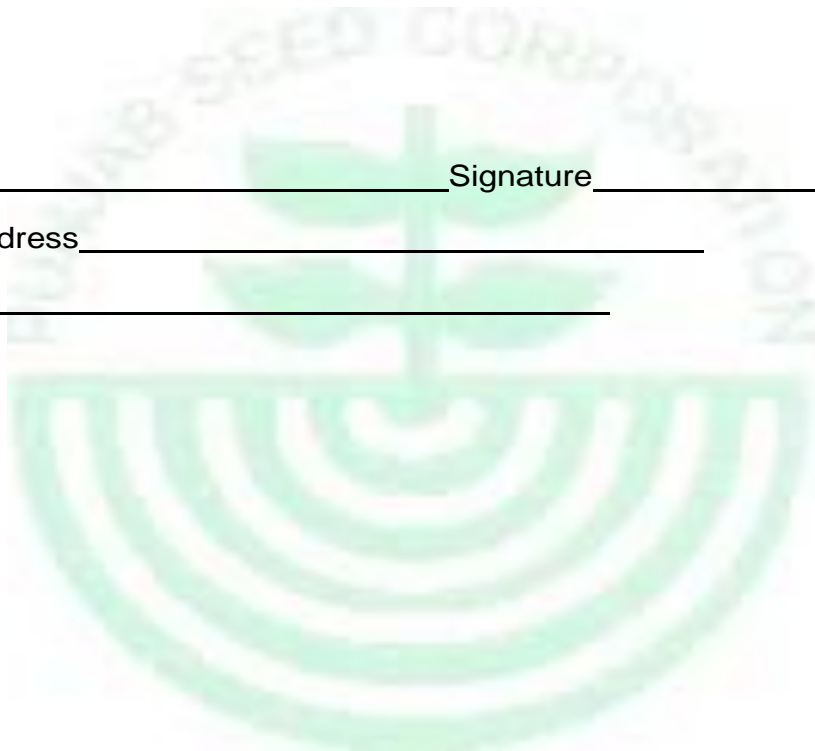
We are responsible for the free replacement of stores if the same is found

7. to be substandard or not suitable for the Machine/Engine/Equipment or at variance with the specifications given in the tender enquiry.

8.	We guarantee to supply stores exactly in accordance with the requirements specified in the invitation to <b>TenderNo.02</b>
	Name of bidder _____  Signature of bidder _____  Designation of bidder _____  Seal _____

Witness:

- a. Name \_\_\_\_\_ Signature \_\_\_\_\_
- b. Full Address \_\_\_\_\_
- c. Date \_\_\_\_\_



**Power of Attorney (For signatory of Application)**

**[To be printed on a PKR 50 stamp paper]**

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney (“**Power of Attorney**”), \_\_\_\_\_ [ *Insert name firm/Company*] having its registered office at[-----], does here by nominate, appoint and authorize Mr. \_\_\_\_\_, having CNIC No. \_\_\_\_\_ hereinafter referred to as the “**Signatory of Application**”, to do in our name and on our behalf the following:

- i. Sign and submit to ----- or its authorized nominee, the Prequalification Application / Bid for “PROCUREMENT OF INSECTICIDES/ PESTICIDES, WEEDICIDES, FUNGICIDES & GRANULES/ SEED TREATMENT”, in response to the advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the Prequalification Application/ Bidding Documents.
- ii. Execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the Prequalification/bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Prequalification / Bid in response to the above referred Advertisement including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [Insert name of Firm/Company] ,do here by ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions



hereof.

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of [Date].

**FOR: [INSERT NAME OF BIDDER]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CNIC/Passport No: \_\_\_\_\_



**Manufacturer's Authorization Form**

[See Clause 13.3(a) of the Instructions to Bidders.]

To: Director (Farms)

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. 02 for the above goods manufactured buys.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

### Litigation History

*Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last ten years or currently under execution*

Sr.	Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation / arbitration, and matter in dispute	Disputed amount (current value in PKR)	Curre nt Status

## **Annexure VI**

### **Evaluation Criteria**

Failure to comply with any mandatory parameter will result in “non-responsiveness of the bidder”.

Bidders comply with mandatory Parameters will be evaluated further for “Marking Criteria”.

Qualifying Marks are 60 out of 100 (60%)

Financial bids of only “Technically Responsive and Qualifying Bidders ” will be opened

#### **A- Mandatory Parameters**

<b>Sr. No</b>	<b>Name of Document</b>	<b>Yes/No</b>	<b>Page #</b>
1	Original receipt for purchase of tender (In Technical Envelope)		
2	Bid security (02percent of Estimated cost) in shape of CDR (Photocopy of CDR with technical proposal and original with Financial proposal)		
3	Registration with Federal Board of Revenue (FBR) for Income Tax and General Sales Tax (GST) with active status on Active Taxpayer List(ATL) of FBR (In Technical Envelope)		
4	Registration with Securities and Exchange Commission of Pakistan(SECP) or Registration with Registrar of Firms (In Technical Envelope)		
5	Copy of CNIC (National ID card) (In Technical Envelope) (In Technical Envelope)		
6	Power of Attorney (see Annexures for template) from the Bidding Firm/ Company authorizing the relevant person to represent it (if applicable). (In Technical Envelope)		
7	Acceptance of terms and conditions/bidding documents duly signed and stamped by the firm (In Technical Envelope)		
8	Certificate for Correctness of Information & Non- Blacklisting on prescribed format (See Annexures). (In Technical Envelope)		
9	Certificate of fulfilling all requirements of CLAUSE 2 ("Eligible Bidders") of Instructions to Bidders (In Technical Envelope)		
10	Undertaking on Judicial Paper (Rs.50/-) that the firm fulfills eligibility requirements of ITB Clause 2, is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.(In Technical Envelope)		

## B- Marking Criteria

1	<b>Quality Standards --- Marks: 10</b>	
	Quality Management System (Certificate issued from ISO or Equivalent )	10
	Others	5
2	<b>Financial Soundness of the Firm --- Marks 30</b>	
	<b>I-Annual Turnover in PKR Million ( Marks-15)</b>	
	Less Than Rs. 10 Million	5
	Between Rs.10 Million to Rs.20Million	10
	Above Rs.20 Million	15
	<b>II-Equity in PKR Million ( Marks-15)</b>	
	Less Than Rs.10 Million	5
	Between Rs.10 Million to Rs.15 Million	10
	Above 15 Million	15
3	<b>Market Experience ( Marks-20)</b>	
	Less than one year will not be considered	
	Up to 2 Years	10
	Up to 5 Years	15
	More than 5 Years	20
4	<b>Market Business Marks 30</b>	
	<b>I- Government Sector ( Marks-15)</b>	
	<b>Institutions include Government Department/ autonomous Bodies / Company</b>	
	Number of Institution Up to 1	5
	Number of Institution Up to 3	10
	Number of Institution Up to 5	15
	<b>II- Private Sector ( Marks-15)</b>	
	<b>Institutions include Public/Private/ AOP Firms in last two Years</b>	
	Number of Up to 2	5
	Number of Institution Up to 5	10
Number of Institution Up to 10	15	
5	<b>Technical Specifications and Other ( Marks-10)</b>	
	Confirmation to specification	5
	Confirmation to delivery schedule	5