



No.PSC/HQ-CC/ Labor &TPT /2019-20/
Punjab Seed Corporation
4-Lytton Road, Lahore
24th March 2020

TENDER DOCUMENT

Labour & Transport Operations for the year 2019-20

Obtaining of Labour & Transport Operations for (i) Bagging, Loading, Unloading, Stacking, Shifting and Transportation of Raw- & Processed-Seed, (ii) Unit Operations relating to Pre-Cleaning, Cleaning, Processing of the Raw Seed, Bagging, Stitching, Stacking, Shifting & Storing of the Processed Seed of various Seed Crops (iii) Sowing, Hoeing, Thinning, Picking, De-Tasselling, Harvesting, Manual Seed Cleaning etc. at and for the various Seed Processing Plants, Seed Farms and Marketing Centres of the Punjab Seed Corporation.



PUNJAB SEED CORPORATION

(Head Office)

4-Lytton Road, Lahore

Tele: 042 9921 2571-74, Fax: 042 9921 2570

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Introduction

This bidding document has been prepared specifically for obtaining of transportation and labour operations, activities, jobs, tasks and assignments in respect of the Seed Farms, Seed processing Plants and procurement and Marketing Centres of the Punjab Seed Corporation (PSC) and may not be applicable to other establishments or situations. The document has been designed keeping in view the provisions of the Punjab Procurement Rules 2014 issued by the Punjab Procurement Regulatory Authority (PPRA).

In order to simplify the procedure but without any compromise on quality, objectivity, cost-effectiveness, time effectiveness, ease of participation and free and fair competition by the prospective bidders, this bidding document has been divided into various sections and sub-sections. **Section-1** contains aspects relating to Invitation to bids. **Section-2** contains the definitions applicable to the tender document and the bidding process. **Section-3** presents the general conditions of bidding. **Section-4** details the procedure for submission of bids. **Section-5** is about opening and evaluation of the bids. **Section-6** relates to award of contract to successful bidders. **Section-7** describes the miscellaneous terms and conditions of biddings. **Section-8** contains the terms and conditions specific to the instant tender.

The tender document also contains certain annexes and appendices, which are an integral part of the tender document. **Annex-1** is the Schedule of Earnest Money & Performance Securities for participation in bidding and for performance of the requisite operational activities. **Annex-2** is the Schedule of the indicative Transport and Labour Rates. **Annex-3** is the Bid Proforma to be filled in by the participating bidders. **Annex-4** is the proforma for bid price offer to be filled in by the participating bidders. **Annex-5** is the undertaking to be submitted by the prospective bidders that they understand, agree to and will comply with the terms and conditions of the bidding. **Annex-6** is a specimen of the Contract Agreement that may be executed between the Punjab Seed Corporation and the successful Bidder, if so required. **Annex-7** is a specimen of the Surety Bond to be submitted by the successful bidder who has been awarded the contract as a Contractor. **Annex-8** is a specimen of the Authority Letter to be signed and submitted by the Contractor regarding appointment of a person as his authorized agent for performance of the operational activities under the contract. **Annex-9** is a specimen of the 3rd Party Agreement to be executed between the successful bidder (Contractor) with the carriage transport and vehicle owner/supplier that the latter will provide the requisite number of carriage vehicles as and when required. The Contractor will submit this agreement to the PSC.

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SECTION-1

Invitation to Bids

Labor and TPT Tender 2019-20

Obtaining of Labour & Transport Operations for (i) Bagging, Loading, Unloading, Stacking, Shifting and Transportation of Raw- & Processed-Seed, (ii) Unit Operations relating to Pre-Cleaning, Cleaning, Processing of the Raw Seed, Bagging, Stitching, Stacking, Shifting & Storing of the Processed Seed of various Seed Crops (iii) Sowing, Hoeing, Thinning, Picking, De-Tassling, Harvesting, Manual Seed Cleaning etc. at and for the various Seed Processing Plants, Seed Farms and Marketing Centres of the Punjab Seed Corporation (PSC)

- **Time & Date of Receipt of Bid: 11:00 AM on 08-04-2020**
- **Time & Date of Opening of Bid: 11:30 AM on 08-04-2020**

Note: This invitation to bids is only for the transportation, labour and farm operations as are mentioned in this tender document and the tender notice published in the newspapers, on the website of the Punjab Seed Corporation (PSC) and on the portal of the Punjab Procurement Regulatory Authority (PPRA) under the authority of the Managing Director, PSC.

Whereas, the Punjab Seed Corporation intends to procure **Labour & Transport Operations for (i) Bagging, Loading, Unloading, Stacking, Shifting and Transportation of Raw- & Processed-Seed, (ii) Unit Operations relating to Pre-Cleaning, Cleaning, Processing of the Raw Seed, Bagging, Stitching, Stacking, Shifting & Storing of the Processed Seed of various Seed Crops (iii) Sowing, Hoeing, Thinning, Picking, De-Tasseling, Harvesting, Manual Seed Cleaning etc. at and for the various Seed Processing Plants, Seed Farms and Marketing Centres of the Punjab Seed Corporation (PSC)** by calling open competitive tenders from the interested parties (including goods carriers, transporters, labour Contractors, carriage contractors and sole proprietors and the renowned parties of the trade (registered with the Income Tax, Sales Tax and other concerned Regulatory Departments).

Now, therefore, the Punjab Seed Corporation (hereinafter also referred as the “**Punjab Seed Corporation**”) invites sealed bids from the eligible bidders for the supply of the above Operations as per the Schedule of the Rates annexed to this invitation to the tenders and subject to the conditions as laid down in this bid document, in accordance with the provisions of the Punjab Procurement Rules (PPRA), 2014.

1.0: Applicable Conditions:

1. Bidding will be conducted through a competitive bidding process in accordance with the Punjab Procurement Regulatory Authority Act 2009 and as laid down in the Punjab Procurement Rules 2014. Participation will be open to all the interested bidders who fulfil the requisite qualifications of participation.
2. Interested bidders can purchase a complete set of the Bidding Document from the address given below by presenting a written application on their official letterhead and upon payment of a non-refundable fee as mentioned in the advertisement notice in cash, call deposit receipt, demand draft and pay order. The document can also be downloaded from the website of the Punjab Seed Corporation <www.psc.punjab.gov.pk> and the Punjab Procurement Regulatory Authority at <ppra.punjab.gov.pk> as well as official portal of Government of the Punjab at <tenders.punjab.gov.pk>. However, in case of participation through a downloaded document, the bidder will have to pay the cost of the document in cash at the time of submission of the bid; otherwise, his bid will not be entertained.
3. The bidding process will be the Single Stage One Envelope Procedure i.e., only the Financial Bids in duly sealed envelopes. Bids must be submitted only and only in properly sealed envelopes. Bids presented in open envelopes will be rejected straightaway.

4. No bids will be accepted after the prescribed time and date of submission.
5. Tender documents alongwith supporting documents, if any, will be opened as per the schedule given in the advertisement notice in the presence of the bidders or their authorized representatives who chose to attend the opening ceremony. The proceedings will not halt merely on account of absence or missing of a bidder or representative of the participating entity.
6. Conditional or incomplete tenders or the bid documents that are not in accordance with the conditions of bidding process or the PPRA Rules 2014 will not be accepted and considered for evaluation.
7. Competent authority reserves the right to reject or accept any or all of the tenders and bids at any stage without assigning any reason thereof.
8. Bidders might be asked to deposit a non-refundable sum to be specified by the Punjab Seed Corporation as the "Processing Fee" for scrutinizing their bid papers at any time before or after opening of the bids.
9. Bidders will submit their offers on the prescribed Bid Proforma attached to this invitation to bids and shall sign the certificate and the undertaking as given in this document to the effect that the unit operations shall be performed and carried out exactly in accordance with the requirements specified in the tender document. In case of any difference or deviation of the specifications, the bidder shall state clearly the extent of such deviation in his bid papers; otherwise, it will be presumed that the offer is strictly in accordance with the requirements and specifications of the Punjab Seed Corporation.
10. Tender document must be accompanied by earnest money in the form of a CDR, Bank Draft and Pay Order at the rates mentioned in the Schedule for Earnest Money as given in this Tender Document issued by a scheduled bank in favour of the Punjab Seed Corporation. Tenders without earnest money will be rejected straightaway.
11. Bid documents, complete in all respects, must be delivered at the below given address at the specified time in the specified manner. Bids received after the cut-off time and date will not be entertained.
12. The period of validity of the offer will be at least 60 days from the date of opening of the bids and may be extendable by the bidder on request of the Punjab Seed Corporation without any additional liability.
13. Place of consignment and the delivery schedule shall be as specified in the work order to be issued to the successful bidder(s) in accordance with the contract agreement.
14. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid as being a non-responsive one.
15. The Punjab Seed Corporation does not pledge itself to accept necessarily the lowest bid and reserves to itself the right of accepting a bid in accordance with the evaluation criteria regardless of the lowest quoted price.
16. In case of a composite tender notice for different items at a time, the bidders shall be at liberty to quote for anyone or all of the requisite operations.
17. The Contract Agreement arising out of this invitation to bids shall be governed by and shall be subject to the general and the special conditions of contract as are agreed to and signed by the Punjab Seed Corporation and the Contractor and shall also be subservient to the terms and conditions governing contracts as contained in the PPRA Rules 2014 and the general provisions of the Contract Act, 1940 as and where applicable.
18. A bidder quoting in pursuance to this Invitation to Bids shall be deemed to have read and understood the conditions thereof and the particulars of the unit operations required by the Punjab Seed Corporation.

19. Interested and eligible bidders may obtain further information from the Office of the Director (Admin), Punjab Seed Corporation, Head Office situated at 4 Lytton Road, Lahore during office hours from 08:00 AM to 4:00 PM on any working day by or before 07-04-2020.

Director (Administration)
Punjab Seed Corporation
4-Lytton Road, Lahore
Tele: 042 9921 2571-74
Fax: 042 9921 2570



SECTION-2

Definitions

In this document, the following terms shall be interpreted as defined below:

1. **“Bid Price”** means the price quoted by the bidder in the bid papers submitted by him.
2. **“Bidder”** means the person, firm, party or the entity participating in the bidding process and offering to provide operational activities as required by the Punjab Seed Corporation.
3. **“Competent Authority”** means the Managing Director of the Punjab Seed Corporation or any other Officer of the Corporation authorized by him to act as the Competent Authority.
4. **“Contract Operating Officer”** means an Officer of the PSC authorised to enforce the Contract in accordance with terms and conditions of the Contract Agreement between the Contractor and the PSC
5. **“Contract Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
6. **“Contract”** means the agreement entered into between the Punjab Seed Corporation and the successful bidder as recorded in the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
7. **“Contractor”** means any individual or firm which has been awarded the contract for performing various operations and activities under the Contract Agreement on the approved rates.
8. **“Day”** means a calendar day.
9. **“Month”** means a calendar month.
10. **“Punjab Seed Corporation”** means the Punjab Seed Corporation or its subordinate entities.
11. **“Stocks”** means the produce from PSC Seed Farms, produce procured from PSC’s Registered Growers, Unprocessed Seed, Processed Seed and the By-products of the Seed Processing Operations, which the Contractor is required to handle and transport under the Contract Agreement.
12. **“Transportation Operations”** means provision of modes and means of transporting and carrying away the stocks, stores, seeds and grains, packed or un-packed from one point to another point on any prescribed mode of conveyance, except the animal driven carts, as required and directed by the PSC
13. **“Unit Operations”** means carrying out of various manual, mechanical or combination of both or performing a particular activity or part of activity at any time during the day or night for and on behalf of the PSC under the Contract Agreement.

SECTION-3

General Conditions of Bidding

Bidding will be governed by the terms and conditions as mentioned in this section.

3.1 Cost of Bidding

All substantial and incidental costs in connection with preparation and submission of the bid as well as all other expenses incidental to the process shall be borne exclusively and solely by the prospective bidder. The Punjab Seed Corporation, in no case, will be responsible or liable for any costs borne by a prospective bidder regardless of the outcome of the bidding process. Claims on this account will not be entertained at any cost.

3.2 Tender/Bid Document

- i). Bids can be offered only on the prescribed bidding documents bought from the Punjab Seed Corporation and or downloaded from the prescribed website. The bidding documents may include the following:
 - (a) Invitation to bids
 - (b) Bid document containing the general and the special conditions of bidding
 - (c) Schedule of Technical Specifications
 - (d) Bid proforma
 - (e) Bid Price Schedule
 - (f) Certificate and undertaking from the bidder
 - (g) Technical literature, data, catalogues, and brochures etc., submitted by the bidder
- ii). Bidders are expected to have examined all the instructions, terms, conditions, specifications and the indicative price schedule (if any) as mentioned in or attached to the bidding documents, before submitting the filled in and signed bid documents. Failure to furnish the information as required in the bidding documents or submission of a bid deviant from the bidding documents may result in rejection of the bid.

3.3 Clarifications Concerning Bidding

A prospective bidder requiring any clarification of the bidding documents may apply in writing or can contact the Punjab Seed Corporation by any of the modes of communications mentioned in the bid document (e.g., letter, telephone, telegram, fax, email etc.).

3.4 Amendments in the Bidding Documents

- i). At any time prior to the deadline for submission of bids, the Punjab Seed Corporation, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by incorporating necessary amendments therein.
- ii). All the prospective bidders who have obtained the bidding documents by that time will be duly notified by any of the available and the most expedient means of communication of these amendments in the bidding documents. Thenceforth, the amendments shall be binding on them.
- iii). In order to allow reasonable time to a prospective bidder to take note of the amendments in preparing his bid, the Punjab Seed Corporation, at its discretion, may extend the deadline for the submission of bids. Notification of such an extension in submission of the bids may be publicized as per the prescribed procedure.

3.5 Bid Papers

- (i) The bid papers to be prepared and submitted by the prospective bidders will comprise the following components:
 - a) Duly purchased or downloaded bid document;
 - b) Bid Proforma, duly filled in and signed in accordance with the instructions and other conditions of bidding;
 - c) Bid Price Schedule, duly filled in and signed in accordance with the instructions and other conditions of bidding;
 - d) Documentary evidence that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted including an undertaking that the bidder is not blacklisted by any public authority or is in litigation with a public authority;

- e) Documentary evidence that the transport, labour and the ancillary operations to be carried out by the bidder conform to the requirements as given in the bidding documents or as notified by the Government of the Punjab from time to time;
- f) Bid security (earnest money) in the form of a CDR, Demand Draft, Pay Order in favour of the Punjab Seed Corporation issued by an authorized bank;
- g) Receipt of purchase of the bid documents or receipt of payment in lieu thereof in case of download;
- h) Documentary evidence establishing the relationship of the principal and the agent in case the transport contractor does not own his own fleet of carriage vehicles and will be using the carriage vehicles owned by another party.
- i) Certificate and undertaking in the requisite format to the satisfaction of the Punjab Seed Corporation

3.6 Description of the Operations

The transportation, labour, the farm operations to be carried out would be the ones as are prescribed in this bidding document and the contract agreement. The Schedule of Rates and other applicable parameters, terms and conditions are as mentioned in this bidding document and the annexes, appendices and the additional papers, if any to the same.

3.7 Bid Prices

- i). Indicative prices for various activities, Operations and the performances have been given in the Bid Price Proforma. These are only indicative and suggestive prices and do not necessarily reflect the true cost of the particular Operation, activity or procedure. Bidders shall indicate their own best offered competitive prices using these indicative and suggested prices as the benchmark.
- ii). Bidders shall indicate both unit prices and total bid price (where applicable) of the transportation charges, labour charges, farm operations and other activities on the Bid Proforma and the Price Schedule.
- iii). The bidders shall write their own best offered rates and prices legibly with all applicable government taxes, duties, fees, insurance and other incidental and applicable charges, if any.
- iv). Bidders shall furnish undertaking that they have not offered to carry out the same or similar operations to another public authority or a governmental purchasing agency, during the same financial year, on a price lower than the one they have quoted in the instant bid.
- v). Prices quoted by a bidder shall remain valid for the entire validity period (including the extension thereof, if any) and the bidder's performance of the contract shall not be subject to variation on any account, unless otherwise specified in the contract agreement.
- vi). A conditional, contingent, adjustable, variable or fluctuating bid price shall be treated as invalid bid price and shall be liable to rejection straight away.
- vii). All prices should be quoted in Pakistani Rupees and in no other currency.
- viii). Prices must be quoted in both words and figures. In case of variance between the two, the price quoted in words shall take precedence and will be treated as the quoted bid price.

3.8 Documents Establishing Bidder's Eligibility and Qualification

- i). A bidder shall furnish, as part of his bid papers, the necessary documents establishing the bidder's eligibility and qualifications to bid and to perform the contract, if his bid is accepted, to the entire satisfaction of the Punjab Seed Corporation.
- ii). The bidder shall furnish necessary proof of possessing the financial and the technical capability necessary to perform the contract.

3.9 Bid Security / Earnest Money

- i). The bidder shall furnish, as part of its bid, a bid security or earnest money in the amount specified in the advertisement notice and or the bid document.
- ii). In case of non-compliance or non-performance of the contract, the bid security or the earnest money shall be liable to forfeiture to cover for the risk associated with bidder's non-performance.
- iii). The bid security or the earnest money shall be in Pakistani rupees in the form of a deposit-at-call receipt (CDR), pay order (PO) or the demand draft (DD) in favour of the Punjab Seed Corporation issued by a scheduled bank and shall be valid for the period, beyond the validity period of the bid, as is specified by the Punjab Seed Corporation in the bidding document.
- iv). Bid not accompanied by a valid bid security or earnest money will be rejected straightaway.

- v). Bid security of the unsuccessful bidder(s) will be discharged or returned as promptly as possible after completing the necessary formalities.
- vi). Bid security of the successful bidder may be adjusted into the performance guarantee required to be furnished by the bidder, if any. Else, the bid security will serve as guarantee for successful completion of the contract, even if it is not specifically mentioned so in the contract agreement or the bid document.
- vii). The bid security will be liable to forfeiture in the following circumstances:
 - (a) If a participating bidder withdraws his bid during the bid validity period as specified in the bid document,
 - (b) If a successful bidder, to whom acceptance of bid is conveyed, fails to sign the contract or does not furnish the requisite performance guarantee.

3.10 Period of Validity of Bids

- i). Bids shall remain valid for the entire period specified in the tender document. The validity period shall be reckoned from the date of opening of the bids. A bid valid for a period shorter than the requisite validity period will be liable to rejection.
- ii). In exceptional circumstances, the Punjab Seed Corporation may solicit the bidder's consent to extension of the period of validity. Such a request will be made and replied in writing.
- iii). A bidder may refuse the request for extension in validity period. Such a refusal shall not render his bid security liable to forfeiture.
- iv). In case of extension of the validity period, the bid security will also stand extended automatically.
- v). Extension in the validity period, however, will not entitle the bidder to modify his bid or incorporate changes to his bid.

3.11 Format and Signing of the Bid

- i). Bids shall be typed or written in indelible ink and shall be signed and sealed by the bidder or a person duly authorized to bind the bidder to the contract. All pages of the bid, except for the printed literature, if any, shall be initialled by the person signing the bid.
- ii). Any interlineations, erasure, strike-through, cutting or overwriting shall be valid only if they are initialled by the person or persons signing the bid and bear the date of such correction under his initials.

SECTION-4

Submission of Bids

4.1 Sealing and Marking of Bids

- i). If separate financial and technical proposals have been invited, the bidder shall seal the financial and the technical proposals in separate envelopes, duly marking the envelopes as “**Financial Proposal**” and “**Technical Proposal**”. Both the envelopes shall then be sealed in an outer envelope.
- ii). Both inner and outer envelopes shall be addressed to the Punjab Seed Corporation alongwith reference to the tender notice and a warning “**Do Not Open Before the Due Date**” and “**To Be Opened By Authorized Person only**” or alike inscription.
- iii). The inner envelopes shall also bear the name and address of the bidder to enable the bid to be returned unopened in case it is so required.
- iv). If the outer envelope is not sealed and marked, the Punjab Seed Corporation will assume no responsibility for the bid’s misplacement or premature opening.

4.2 Deadline for Submission of Bids

- i). Bids must be delivered to the Punjab Seed Corporation at the Punjab Seed Corporation’s address notified in the advertisement by or before the time and date fixed for receipt of bids.
- ii). Any bid submitted or received after the time and date fixed for submission of the bids will not be considered.
- iii). The Punjab Seed Corporation, however, may extend the deadline for submission of the bids. In such case, all rights and obligations of the Punjab Seed Corporation and the bidder as are subject to the previous deadline will thereafter be subject to the deadline as extended. Any extension in the date of submission of the bids shall be duly notified to all the bidders and the public, if so needed.

4.3 Modification and Withdrawal of Bids

- i). Withdrawal of the bids after the deadline for submission of bids will not be allowed under any circumstances.
- ii). No modification in the contents of the bid will be allowed to any bidder after submission and opening of the bids, except to the extent of typographical errors.
- iii). A bidder, however, under a written request, may modify or withdraw his bid before the time and date of submission of the bids without entailing any liability.
- iv). Notice for modification or withdrawal shall be prepared, sealed, marked and presented in accordance with the prescribed procedure but not later than the deadline for submission of the bids.
- v). No bid may be withdrawn in the intervening period between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of the bid security/earnest money.
- vi). If the Punjab Seed Corporation does not make a decision regarding acceptance or rejection of the bid during the validity period, a bidder may withdraw his bid upon expiry of the validity period unless it is extended by him without entailing any penalty of forfeiture.

SECTION-5

Opening and Evaluation of Bids

5.1 Opening of Bids

- i). Bids will be opened at the time and date notified in the advertisement of inviting bids, in the presence of the bidders themselves or their authorized representatives, whosoever choose to attend. The persons attending the bid opening shall mark their presence on the attendance sheet evidencing their participation.
- ii). Bidders' names, bid modifications or withdrawals, bid prices, discounts, presence or absence of requisite bid security/earnest money, special conditions and such other details, as the Punjab Seed Corporation at its discretion may consider appropriate, may be announced at the opening.
- iii). Bids not qualifying the requisite criteria and other necessary conditions of participation as well as the late bids shall be rejected.
- iv). Modifications and changes, that were filed before opening of the bids may, at the discretion of the Punjab Seed Corporation, form part of the bidding documents and shall also be made known to the participants.
- v). The Punjab Seed Corporation will prepare and record the minutes and proceedings of the bid opening.

5.2 Clarification of Bids

During evaluation of the bids, the Punjab Seed Corporation, at its discretion, may ask the bidder for a clarification of his bid. However, no change in the prices or substance of the bid shall be sought, offered or permitted.

5.3 Preliminary Examination of Bids

- i). Prior to the detailed evaluation, the Punjab Seed Corporation may determine conformity of the bids to the terms and conditions of participating in the bidding. Deviations from or objections or reservations to critical provisions, such as those concerning bid security, taxes and duties will be deemed to be a material deviation. The conformity will be determined based on contents of the bid itself without recourse to extrinsic evidence.
- ii). The Punjab Seed Corporation will examine the bids to determine whether they are complete, whether any computational errors exist, whether required sureties have been furnished, whether the bid documents have been properly signed and whether the bids are generally in order.
- iii). Arithmetical errors will be rectified on the following basis:
 - (a) 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.
 - (b) If there is a discrepancy between words and figures, the amount in words will prevail.
- iv). If a bidder does not accept the correction of the errors, his bid will be rejected, and the bid security / earnest money may be forfeited.
- v). The Punjab Seed Corporation may waive or ignore any minor informality, nonconformity, discrepancy 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 of the bidders.
- vi). If a bid is not in conformity to the terms and conditions of the bidding, it will be rejected and shall not be entertained even if the bidder corrects the nonconformity.

5.4 Evaluation and Comparison of Bids

- i). The bids will be examined in two separate steps of conformity to general conditions of bidding or the financial evaluation and conformity to the specifications or the technical evaluation.
- ii). Preliminary examination regarding general conformity of the bids shall be followed by a detailed comparative evaluation and relative grading or ranking of the successful bids.
- iii). The preliminary comparison shall be based on the price offered by the participating bidders. Such price may include all substantive costs, duties and taxes paid or payable, cost (and availability) of spare parts, servicing costs and other incidental expenses.
- iv). In addition to the quoted bid price, financial evaluation and comparison may take into account one or more of the following factors:
 - (a) Cost of transportation, insurance premium and other costs incidental to delivery of the stocks to their final destination or place of consignment

- (b) Delivery schedule offered in the bid
 - (c) Deviations in payment schedule from that specified in the conditions of contract
 - (d) Cost of components, mandatory spare parts and Operation
 - (e) Availability of spare parts and after-sales Operations for the equipment offered in the bid
 - (f) Projected operating and maintenance costs during the life of the equipment; and/or
 - (g) Performance and productivity of the equipment offered.
- v). After preliminary (financial) evaluation, the bids will be subjected to a detailed technical evaluation with respect to their technical specifications, literature and performance.
- vi). Bids qualifying both the financial and technical evaluation shall only be the successful bids. However, being a successful bid would not vest any right into the bidder to claim acceptance of the bid and issuance of supply order, which is a sole prerogative of the Punjab Seed Corporation.

5.5 Contacting the Punjab Seed Corporation

- i). If any bidder wishes to contact the Punjab Seed Corporation on any matter related to the bid, after opening of the bid to the time of award of the contract, he should do so in writing.
- ii). Any effort by a bidder to influence the Punjab Seed Corporation in its decisions on bid evaluation, bid comparison or award of the contract may result in rejection of the bid of that particular bidder beside any legal action that the competent authority may deem appropriate under the circumstances.



SECTION-6

Award of Contract

6.1 Capability of the Bidder to Perform the Contract

- i). Before awarding the contract, the Punjab Seed Corporation, in lieu of prequalification, may determine to its satisfaction whether the bidder who is offering the lowest bid is capable to perform the contract diligently and satisfactorily.
- ii). Determination of capability to perform the contract may take into account the bidder's financial, technical, production capabilities and availability of requisite resources for performance and accomplishment of the contract. It may be based upon assessment and evaluation of the documentary evidence of the bidder's qualifications as are submitted by the bidder as well as such other information, as the Punjab Seed Corporation deems necessary and appropriate.
- iii). A negative determination of the bidder may result in rejection of the bid and the Punjab Seed Corporation may proceed to the next lowest bid to make a similar determination of the next bidder's capabilities to perform the contract satisfactorily.

6.2 Award Criteria

- i). The Punjab Seed Corporation will award the contract only to the successful bidder whose bid has been determined to be substantially in conformity to the terms and conditions of the bid and has been determined to be the lowest evaluated bid based on financial and technical evaluation combined. Provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

6.3 PSC's Right to Vary Quantum of Activities at the Time of Award of Contract

- i). The Punjab Seed Corporation reserves the right to increase or decrease the quantum (temporal and spatial) of the operations and activities as demanded in the bid document without any change in the unit rate or other terms and conditions, at the time of award of contract to the successful bidder.

6.4 PSC's Right to Accept and to Reject Any or All Bids

- i). The Punjab Seed Corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders.

6.5 Provisional Acceptance of Bid and Notification Thereof

- i). Prior to expiry of the bid validity period, the Punjab Seed Corporation will notify to the successful bidder in writing of the acceptance of the bid asking him to submit performance guarantee, if any.
- ii). Upon the bidder's furnishing of the performance security, if any, the Punjab Seed Corporation will promptly notify the name of the winning bidder to each unsuccessful bidder and will also discharge bid security of the unsuccessful bidders.
- iii). If a bidder wishes to know the grounds on which his bid was not selected, he can do so in writing by addressing a request to the Punjab Seed Corporation. The Punjab Seed Corporation will promptly respond in writing to such a query by an unsuccessful bidder.

6.6 Signing of the Contract

- i). The Punjab Seed Corporation, alongwith the acceptance letter, may send to the successful bidder or may ask him to furnish a typed contract agreement between the parties in the form and language approved by the Punjab Seed Corporation. Such a contract will determine the rights and liabilities of the parties to the contract.
- ii). The successful bidder shall sign the contract in the presence of two witnesses and shall submit it to the Punjab Seed Corporation alongwith any performance guarantee and other documents, if any, within the time period specified in the offer of acceptance of the bid.

6.7 Performance Guarantee

- i). If so demanded, the successful bidder will furnish the performance security in the form and the mode acceptable to the Punjab Seed Corporation within the stipulated time.
- ii). In no case, the performance security shall exceed 10% of the contract price.

- iii). Failure of the successful bidder to furnish the performance guarantee and other mandatory conditions may lead to annulment of the award and forfeiture of the bid security/earnest money and the Punjab Seed Corporation may make the award to the next lowest evaluated bidder or call for new bids.

6.8 Corrupt and Fraudulent Practices

- i). "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the Punjab Seed Corporation or his controlling authorities or his subordinates at any stage of the procurement process or in contract execution; and
- ii). "Fraudulent practice" means a misrepresentation of the true facts in order to influence the procurement process or execution of a contract to the detriment of the Punjab Seed Corporation. Fraudulent practice includes collusive practice among the bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Punjab Seed Corporation of the benefits of free and open competition;
- iii). A bid will be liable to rejection if it is found that the bidder who was selected for award had used corrupt or fraudulent practices in competing for the contract at any time.

6.9 Blacklisting and Disqualification

- i). Engaging into corrupt and fraudulent practices may make a bidder blacklisted and ineligible, either indefinitely or for a stated period, to participate in the bids himself or through an agent. A bidder blacklisted by any other public authority shall also be disqualified from participating in the bids called by the Punjab Seed Corporation.



SECTION-7

Miscellaneous Terms and Conditions

7.1 Applicable Standards and Specifications

- i). The transportation facilities, labour operations, farm operations and other activities to be carried out by the Contractor shall conform to the parameters and standards as mentioned in this Bid Document. If no applicable standard, parameter or yardstick is mentioned, then to the authoritative standards appropriate to them notified or accepted by any department, agency, organization or institution of the Government of the Punjab (GoPb) shall be used as the benchmark or referencing point. The authoritative standards shall be the latest ones issued by the concerned institution of the GoPb. In the absence of the authoritative standards, PSC shall have the sole right to determine the standards and specifications etc.

7.2 Performance Security

- i). The successful bidder shall furnish to the Punjab Seed Corporation a performance security in the amount, mode and manner to the satisfaction of the Punjab Seed Corporation within the time period stipulated in the provisional offer of acceptance of the bid.
- ii). The performance security shall stand as a collateral and shall be realized by the Punjab Seed Corporation for compensation of any loss resulting from the Contractor's failure to complete his obligations under the contract.
- iii). The performance security would be in the form of a CDR, DD, PO or bank guarantee in favour of the Punjab Seed Corporation or an irrevocable letter of credit issued by a bank and acceptable to the Punjab Seed Corporation.
- iv). Upon successful completion of the performances and other obligations under the contract by the bidder or Contractor, the Punjab Seed Corporation may discharge and return the performance security to the Contractor, with or without a written request of the bidder or the Contractor in this behalf.

7.3 Delivery of Stocks

- i). The Contractor shall deliver the stocks handed over to him in accordance with the terms and conditions as mentioned in these bidding documents as well as in the Delivery Memo/Work order issued to him by the PSC.

7.4 Insurance

- i). Generally, PSC shall not get the stocks insured against loss, theft or damage enroute. It will be the sole responsibility of the Contractor to deliver the stocks safe and secure at the destination point or the consignee's end. However, if a Contractor wishes to get transit insurance of the stocks handed over to him for transportation, he may do so at his own expense and the PSC will not have any claim thereto. PSC will not entertain or reimburse any claim of the Contractor in this regard at all.

7.5 Transportation & Transit Expense Enroute

- i). The Transportation Contractor shall bear all the expenses on transit of the stocks from the origin till destination including the road taxes, fees, cesses, tolls etc. it is expected that the Contractor has incorporated the same in the bid price quoted by him.

7.6 Payments

- i). All payments shall be made on work done basis upon submission of bills by the concerned Contractor.
- ii). All the bills and claims submitted by the Contractor shall be subject to audit clearance and the payment will be made after pre-audit of the claims and bills.
- iii). Final settlement of bills, claims and liabilities will be made after completion of the regular annual audit of the concerned PSC Centre.
- iv). Security deposits shall be released only after audit clearance of the concerned PSC Centre and a Certificate of No Outstanding Liabilities of the Contractor issued by the concerned Contract Operating Officer and the Audit Office.
- v). All payments shall be subject to applicable taxes and charges as levied by the Government from time to time and as are in vogue at the time of making the payment.

7.7 Change Orders

- i). The Punjab Seed Corporation may at any time, by a written order given to the Contractor, make changes within the general scope of the contract in any one or more of the following:
 - (a) Time and duration of the operations and activities
 - (b) Place of loading, unloading, delivery and destination etc.
 - (c) Incidental operations and activities to be done by the Contractor
- ii). If any such change causes an increase or decrease in the cost, time required or overall scope of operations and activities to be performed by the Contractor under the Contract Agreement, an equitable adjustment may be made in the Contract Price or the Delivery Schedule, or both, and the contractor may accordingly be amended, if so required.

7.8 Contract Amendments

- i). Subject to the change orders clause, no variation in or modification of the terms of the contract shall be made in the written agreement after having been signed by the parties.

7.9 Assignment

- i). The Contractor shall not assign his obligations to perform under this contract, in whole or in part to any other person or representative, except with prior written consent of the Punjab Seed Corporation.

7.10 Subcontracts

- i). No sub contracts are allowed to the successful bidder/Contractor under any circumstances, except with the approval of the Competent Authority where the circumstances provide for no other option.
- ii). In case of any subcontract, the main Contractor will not be absolved of his duties, liabilities and responsibilities under the contract with the PSC.

7.11 Delays

- i). Delivery of the stocks handed over to the Contractor for delivery at consignee's end and performance of other operations as per the Contract Agreement shall be done by the Contractor in accordance with the time schedule prescribed by the Punjab Seed Corporation.
- ii). If at any time during performance of the contract, the Contractor should encounter circumstances impeding timely delivery of the stocks and performance of the operations, the Contractor shall promptly notify to the Punjab Seed Corporation in writing of the factum of the delays, likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Punjab Seed Corporation shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amending the contract.
- iii). Force Majeure and the Acts of God may constitute valid reasons for seeking condoning of the delays.
- iv). Except as provided under this contract, a delay by the Contractor in the performance of his delivery obligations shall render the Contractor liable to imposition of liquidated damages, unless an extension of time is agreed upon between the parties without the application of liquidated damages.

7.12 Liquidated Damages

- i). If the Contractor fails to deliver any or all of the stocks duly handed over to him for transport and delivery, or fails to perform within the specified period, the Punjab Seed Corporation, without prejudice to other remedies available to him, may deduct liquidated damages from the contract price at the applicable rates for each day of default or part thereof.
- ii). The liquidated damages shall be imposed for the entire default period until actual delivery or performance.
- iii). The cumulative liquidated damages could be up to a maximum of equal to the contract price and not more than that. Once this maximum is reached, PSC may consider termination of the contract.

7.13 Termination of Contract for Default

- i). The Punjab Seed Corporation, without prejudice to any other remedy regarding breach of contract, by a written notice of default sent to the Contractor, may terminate the contract in whole or in part, inter alia, on the following grounds:
 - (a) If the Contractor fails to deliver any or all of the stocks within the period(s) specified in the contract, or within any extension thereof granted by the Punjab Seed Corporation
 - (b) If the Contractor fails to perform any other obligation(s) under the contract
 - (c) If the Contractor, in the judgment of the Punjab Seed Corporation, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- ii). In the event the Punjab Seed Corporation terminates the contract in whole or in part, it may accomplish the operations, jobs, activities, tasks or assignments, and the Contractor shall be liable to the Punjab Seed Corporation for any excess costs for the works so accomplished. However, the Contractor shall continue performance of the contract to the extent not terminated.

7.14 Force Majeure

- i). Notwithstanding the provisions of clauses 17, 18, & 19, the Contractor shall not be liable to forfeiture of his performance security, liquidated damages, or termination of the contract for default, if such a delay or failure to perform is the result of Force Majeure or an Act of God.
- ii). For purposes of this clause, "Force Majeure" and "Act of God" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars or revolutions, fires, floods, earthquake, storms, volcanic eruptions, epidemics, quarantine restrictions, pacific blockades, freight embargoes and the like events.
- iii). If a Force Majeure situation arises, the Contractor shall promptly notify the Punjab Seed Corporation in writing of such condition and its impact on his performance. Unless otherwise directed by the Punjab Seed Corporation in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performing not prevented by the Force Majeure event.

7.15 Termination on Insolvency

- i). The Punjab Seed Corporation may terminate the contract at any time by giving a written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such eventuality, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Punjab Seed Corporation.

7.16 Settlement of Disputes

- i). If any dispute or difference of any kind whatsoever shall arise between the Punjab Seed Corporation and the Contractor in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably by mutual consultation.
- ii). If the parties fail to resolve their dispute or difference by such mutual consultation within thirty (30) days, then either the Punjab Seed Corporation or the Contractor may give notice to the other party of its intention to commence arbitration with respect to the matter in dispute. No arbitration in respect of any matter would commence unless either party gives such notice.
- iii). Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after performance of the assigned tasks, operations and activities under the contract.
- iv). Arbitration proceedings, as far as possible, shall be conducted in accordance with the Arbitration Act, 1940.
- v). Notwithstanding any reference to arbitration:
 - (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The Punjab Seed Corporation shall pay the Contractor any monies due to the Contractor.

7.17 Limitation of Liability

- i). Except in cases of criminal negligence or wilful misconduct, and in the case of infringement; the Contractor shall not be liable to the Punjab Seed Corporation, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. Provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Punjab Seed Corporation.
- ii). The aggregate liability of the Contractor to the Punjab Seed Corporation, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing the defective equipment.



SECTION-8

Specific Terms and Conditions

8.1 Note of Caution to the Bidders and Participants

- i). The Tender Document contains details of the terms and conditions of participation. The participating bidders are advised in their own interest to study them carefully. They are requested to note the following in particular:
- (1) The validity of the rates quoted by them will be from the date of award letter to **30.06.2020** This will be extendable for a grace period for three months on the same rates and the same terms and conditions.
 - (2) In case of non-execution of another fresh contract for the next financial year by the PSC with a new contractor, the contract will be extendable for another period of two months over and above the grace period of one month. However, in such a case, payment may be made on the new rates quoted by the fresh bidders if it so requested by the contractor specifically subject to approval of the Competent Authority.
 - (3) Any increase in rates of POL/Diesel/CNG etc. during the validity period of the contract from **01.07.2019 to 30.06.2020**, including the grace period for three months, shall not be considered for enhancement of the rates already quoted by the contract, approved by the PSC and no request in this behalf will be entertained.
 - (4) The bidders/contractors must note that the labour engaged by them would not use hooks for lifting, loading, un-loading and stacking of the Polypropylene bags. In case of any loss occurred to the PSC on account of damage to PP bags or stocks filled in due to use of hooks by their labour, such loss would be recovered from them.
 - (5) Transportation of the seed stocks shall be carried out for whole of Punjab province as well as other provinces and parts of the country. The transportation charges shall be payable on the approved scheduled rates of the respective PSC consigning centres.

8.2 Specific Conditions of the Tender

- i). This invitation of bids is for seeking the transportation rates, labour rates and the farm operations rates for the performance of the specified and contingent tasks, assignments, operations and allied activities:
- ii). Separate or combined tender documents should be used for quoting unit rates for various transport, labour and farm operations as mentioned in the proforma of Schedule of Rates in respect of the different PSC centres as detailed below:

Sr.	Operations/Activities	Remarks
1	Procurement, Marketing Labor and Transportation Operations for PSC Sargodha	Combined for Procurement & Marketing

8.3 Other Applicable Conditions of the Tender

- (1) In case of combined tender, only one tender document would suffice and there is no need of separate tenders documents for each category of operations
- (2) A single bidder or the same party will not be awarded both procurement and marketing contracts at Sahiwal, Khanewal and Rahimyar Khan
- (3) A contractor will be awarded only one contract either of procurement operations or of marketing operations at a main centre or processing plant. However, he can get two contracts at a small centre.
- (4) No bidder or his partner shall be awarded more than three (3) contracts at all the PSC Centres.
- (5) Transportation of seed from Rahimyar Khan to Rajan Pur and vice versa will be via Kashmore & Chachran (if there is no inter-province ban).
- (6) The winning Bidder of the TPT/Labour Contract of Marketing/Procurement works at Sargodha shall not be eligible to get the TPT/Labour Contract of Jhang/Faisalabad.
- (7) The Marketing Contractors shall be bound to shift the seed stock to from any PSC Centre to anywhere in the country as and when required.
- (8) The labour rates are required for the tasks and activities both at and inside the Seed Processing Plants, Seed Farms and the Marketing Centres as well as for the similar operations at the farms of the PSC's Registered Growers. Transportation rates must be quoted for the transport of farm

produce and the processed or un-processed seed to and from the PSC Marketing Centres, Seed Processing Plants, Seed Farms and from farms of the PSC Registered Growers to various destinations in the province of the Punjab as well as other parts of the country up north and down-south.

- (9) The bidders desirous of submitting tender for more than one PSC Centre shall use separate tender documents for each category of operations in respect of the various PSC Centre and for this purpose they have to pay an amount of Rs. 1,000/- (one thousand) as the cost of tender documents for each category of operations for the respective PSC Centre.
- (10) Bidders are at liberty to quote rates for all three categories of the operations i.e., Transportation of Stocks, Labour Operations at Processing Plants and Marketing Centres and Farm Operations at the PSC Seed Farms provided they possess the requisite capabilities to perform these operations and are otherwise qualified for the same.
- (11) Each and every page of the tender document and schedule of rates shall be filled in properly and signed by the bidders with complete address at the specified places.
- (12) The signature of bidder shall disclose his authority i.e. whether quoting as a Sole Proprietor, Partner, Managing Director, Director, Manager, Secretary of the Firm or Partnership or in any other specified capacity. In case of Partnership Firms, all the partners shall sign the tender document or they shall attach a valid Power of Attorney authorizing their Attorney to sign the tender on their behalf. In any case, all the partners shall be held individually and jointly liable for the default of the Contract Agreement by the partnership firm, if any.
- (13) While quoting for the Transportation Operations, the bidder shall submit his offer both for transportation charges as well as for the inseparable labour operations which are integral and essential to the transportation e.g., loading, unloading and stacking etc.
- (14) The successful bidders shall deposit performance security in the form of a CDR, DD, PO in favour of the PSC at the PSC Headquarters Lahore within 07 days of the communication of acceptance of their bids/tenders. In case of non-deposit of performance security by the parties/contractors within the stipulated period, the offer shall stand invalid and the earnest money forfeited.
- (15) The security deposit of one centre will not be adjusted against any other centre and security of "X" contractor will not be adjusted against "Y" contractor. The MD, PSC, however, has the sole discretion to either allow adjustment and release of the security deposit after thorough internal audit against the award for 2019-20.
- (16) The earnest money of the unsuccessful bidders or the bidders, whose offers are rejected, shall be returned to them as soon as possible after completion of the codal and procedural formalities. The earnest money of the successful bidders can however be adjusted against the amount of security to be deposited by them. In case of failure of the bidder to deposit the requisite amount of security upon communication of acceptance of the tender, his earnest money shall be forfeited.
- (17) The bidders/contractors should be very clear in their minds that under no circumstances whatsoever, the rates once approved, and the acceptance thereof communicated to them shall be reviewed or enhanced upward all during the validity and currency of the contract including the grace period of one month. No application, petition, or appeal in this regard shall be entertained and considered by the Corporation. The past practice or precedent, if any, shall be no ground or basis for the enhancement of rates. The Corporation shall enforce this condition in letter and spirit. The bidders are therefore cautioned in their own interest to foresee the likely increase in POL prices before submission of tenders.
- (18) The acceptance of the bid/tender will be communicated to the successful bidder/bidder as early as possible after completion of the prescribed formalities but within the validity period of the offer. Until communication of acceptance in writing, no bidder/bidder shall have any right to assume that his offer or tender has been accepted. If any bidder/bidder disregards this warning and makes any arrangements or incurs any expenditure in anticipation of receipt of letter of acceptance, he will be doing so at his own risk and expense and no claim against the PSC for any sort of compensation will be entertained.
- (19) In case a bidder is making offer on behalf of a Company or a Partnership Firm, he would annex with his tender document an authentic copy of the Memorandum of Association of the Company or Partnership Deed and his firm must be registered with the Registrar of Firms or the appropriate forum in that respect.
- (20) If the bidder is a Sole Proprietor, he should also attach Registration Certificate of Sole Proprietorship, Sales Tax Registration Certificate and the National Tax Number Certificate.
- (21) Valid copy/copies of the CNIC of the signatory/signatories of the tender documents must be attached with each bid/tender.

- (22) In case of breach of any term of contract, the Corporation reserves the right to rescind the contract and either to forfeit the security of the Contractor and to get the work done for the remaining period at the risk and cost of the Contractor besides any other permissible legal action.
- (23) The Corporation reserves the right to arrange transportation of the stocks by rail, government transport, PSC's own transport and by the growers' or dealers' transport to the extent available with it in preference to provision of the same by the Contractor under this contract. In such a case, the payment shall be made directly to the above agencies by the Corporation at the approved rates. The contractor shall have no objection on the same.
- (24) PSC shall not arrange for any insurance of the stocks en-route. If the stock is misplaced, lost, damaged or stolen during transit at any point from origin to destination, the total cost of the stock at the sale price including the transportation charges shall be recovered at double the amount from the bills, security of the contractor or through other lawful means.
- (25) If the contractor fails to provide the requisite transport within the stipulated period i.e., 12 hours on receipt of the supply/dispatch order, the consignment may be transported or dispatched at the risk and cost of the contractor and if it is not received by the consignee (receiving end), recovery of the loss at double the loss amount including transportation cost shall be recovered from the contractor as above.
- (26) The contractor or his authorized representative who shall be authorized by the contractor as per specimen attached as **Annex-8** shall record the time of receipt of supply order/work notice issued by the Contract Operating Officer. The period of 12 hours shall reckon from the date/time of receipt of supply order/demand notice by the representative of or the contractor himself.
- (27) If the contractor or his authorized representative fails to provide the requisite labour within 12 hours of the receipt of the supply/work order, the Corporation shall get the work done at the risk and cost of the contractor and the recoveries shall be made from the bills or securities of the contractor or through other lawful means. In case of persistent default, the contract may be rescinded, and the securities forfeited in addition to any other permissible penalties.
- (28) PSC may constitute a Local Risk & Cost Committee headed by the Local Senior Officer/Coordinator of the respective PSC Centre to carry out the default jobs at the risk and cost of the defaulting contractor(s) and any decision of such a Committee shall be binding on the contractor(s).
- (29) Ordinarily, no advance money will be allowed for the operations to be carried out by the Contractor under the Contract Agreement. However, he may be given an advance against the work done by him and the payment pending for final checking with the Accounts Division beyond one week with the prior permission of the Director concerned. Such advance shall not exceed 1/3rd of the amount of pending bills. However, it would be ensured that after the receipt of bills in complete form, from the Contractor, he would be paid the actual amount of the bill within a week's time by the concerned Account Branch.
- (30) If the Contract Operating Officer orders the contractor to load/shift the last consignment for procurement which is less than the truck-load due to some unavoidable reasons, he shall do so with prior approval of the Director concerned with justification and the contractor shall be entitled to claim the payment of full truck-load TPT charges after approval of the Director concerned if it is not less than half truck-load of various seeds and seed cotton and less than half truck on actual basis (i.e., number of bags) for the last Consignment.
- (31) In case of sale to dealers at the close of the sale season i.e. last and 2nd last consignment, if the seed stock required to be supplied to the dealers, is less than a truck load quantity, the Marketing Officer shall do so with prior approval of the Director concerned with justification and the contractor shall be entitled to claim the payment of full truck load TPT charges after approval of the Director concerned. If it is less than half truckload then it will be paid on actual basis (i.e., number of bags).
- (32) Unloading of the processed stocks, which are received at any PSC Centre/Sales Point shall be the responsibility of the TPT and labour Contractor of the said Centre.
- (33) Unloading of the unprocessed and field procured stocks brought at a PSC Seed Processing Plant by a Procurement and Transport Contractor shall be the responsibility of the said Procurement and Transport Contractor.
- (34) Centre to centre shifting, loading and unloading of the unprocessed stocks shall be carried out by the Procurement and Transport Contractor of the said Centre.
- (35) Unloading of the seed stocks at the PSC dealers will be the responsibility of the PSC dealer. However, unloading at PSC Centres/Government Department shall be the responsibility of the respective Marketing Contractor.

- (36) Loading and transportation of processed seed stocks meant for shifting to PSC Centres and to PSC Dealers shall be the responsibility of concerned Marketing Contractor.
- (37) Loading and transportation of Basic/Reserved Seed Stocks meant for shifting from one PSC Centre to another for multiplication purposes shall be done by the Procurement and Transport Contractor of the respective centre. The unloading of the said stock shall be done by the Procurement and Transport Contractor of the receiving centre.
- (38) Loading and transportation of Basic/Reserved seed stocks meant for shifting from PSC store to growers for multiplication shall be done by Marketing and Transport Contractor of the respective centres. However, the unloading of the said stocks shall be responsibility of the concerned Grower.
- (39) Shifting of the unprocessed seed stocks from PSC Sahiwal to other PSC Plants shall be done (50:50) by the both the Procurement and Transport Contractors of Zone-1 and Zone-2.
- (40) Shifting of the unprocessed seed stocks stored outside the plant premises will be the responsibility of the Procurement and Transport Contractor of the relevant centre.
- (41) Local shifting from one store to another store at a particular Centre shall be carried out by the Processing Contractor of the respective Centre.
- (42) Shifting of stocks of cottonseed, lint bales, by-products and the packing material etc. from the private hired ginning factories to the PSC Plants or other PSC Centres will be the responsibility of the concerned Processing Contractor.
- (43) The Contractor shall provide adequate transport and sufficient labour to ensure daily completion of work even shift wise. The contractor shall intimate the name, address, CNIC and other essential particulars of the labour engaged or employed by him to the Contract Operating Officer. Only the authorized persons shall be allowed to enter the plant premises.
- (44) The Contractor shall get work from the Labour according to the Factory Act 1934 and other applicable labour related legislations and shall be responsible for labour welfare and other legal obligations.
- (45) The Contractor shall be responsible for the conduct of his labour force employed for accomplishing his contractual obligations. Any loss sustained by the PSC as a result of inaction, inefficiency, negligence, misbehaviour, insubordination, theft, fire and subversive activities of the labour shall be indemnified by the Contractor. The Contract Operating Officer shall have the right to ban entry of such labour or any other person within the premises of the PSC establishments/Centres.
- (46) The Contractor shall not engage any sub-contractor, assign, or transfer any of his contractual obligations to any other person, firm organization except under approval of the Competent Authority.
- (47) The labour force engaged by the Contractor shall not be considered or treated as the labour force of the Punjab Seed Corporation.
- (48) The Contractor shall be liable to make payment of wages to the labour engaged by him. PSC shall not make any payments direct to the labour and the labour shall not have any claim on PSC in case of failure of the Contractor in making payments to the labour.
- (49) The Contractor shall be responsible to make payment of all fees, cesses, tolls and taxes imposed or levied by the Government/Local Bodies from time to time except the approved Octroi and Zila Tax.
- (50) Any dispute arising out of or relating to this contract, whether regarding interpretation, implementation, or any other issue whether during the period of performance or thereafter shall be referred to the sole arbitrator who shall be appointed by the Managing Director PSC. The award of the Arbitrator shall be final and binding on both the parties.
- (51) If under written authorization of the Contract Operating Officer, a consignment is loaded or unloaded at two or more places enroute, the contractor will be entitled to claim for the shortest possible route.
- (52) The unloading at the Dealers' Shops shall be done and claimed by the dealers themselves at the Contractor's approved rates and not by the contractors.
- (53) The loading and transportation of the stocks destined for other provinces will be the responsibility of the Marketing Contractor.
- (54) The Contractor shall produce documentary evidence of truck/vehicles/tractor trolleys which should be in his own name or in the name of his firm or alternatively he shall furnish the valid agreement with the truck owners that the truck owner(s) shall place his/their trucks, long vehicles and tractor trolleys at the disposal of the contractor for exclusive use of PSC's transportation operations during the period of contract. It shall also be mentioned in the agreement between transport owner and contractor that transport owner shall not cancel the agreement during the

currency of contract between contractor and PSC (as per specimen attached as **Annex-9**) on judicial stamp paper of prescribed value.

- (55) The requisite number of vehicles to be bounded for performing the PSC work shall also be considered valid if given on the letter head pad by the owner of a Registered Goods Transport Company for various contracts as follows:

Sr.	PSC Centre	Fleet Requirement
1.	Procurement and Marketing Operations at PSC Centres Sahiwal, Khanewal and Rahimyar Khan	At least 4 Trucks or Long Vehicles or Trolleys
2.	Procurement and Marketing Operations at all other Centres	At least 2 Trucks or Long Vehicles or Trolleys
3.	Seed Processing and Seed Farm Operations	At least 1 Trucks or Long Vehicles or Trolleys

- (56) If a Contractor is found involved in misconduct, misappropriation, fraud, cheating, theft and defalcation during the currency of the contract, he will be blacklisted, contract terminated and the amount of the security deposit shall stand forfeited in favour of PSC.
- (57) In case of misconduct or violation of any of the terms and conditions of the contract, the Competent Authority after having satisfied himself, may blacklist the Firm/Contractor.
- (58) The tender of a bidder whose performance as a Contractor has not remained satisfactory in the past may be rejected.
- (59) Preference shall be given to the bidders who have two to three years' TPT/Labour works or contracts in PSC or a Government department or a public autonomous body.
- (60) The Contractors shall be bound to provide the Labour & Transport Operations at their approved rates if PSC opens a new Centre or Sub Centres in their award areas during currency of the contract.
- (61) If the unprocessed stock after procurement is not shifted directly to the PSC Processing Plant due to shortage of storage space, the procurement Contractor shall be bound to shift it later from the temporary storage to the PSC Plant at the approved rates as and when required.
- (62) The Contract Award Letter will be issued only by the PSC Head Office Lahore on the production of Security Deposit Receipt by the Bidder/Contractor.
- (63) The Procurement Contractors of the Sahiwal, Khanewal and Piplan will be responsible to perform transport operations of the PSC farm produce i.e. shifting of farm produce of different crops from farms to storage sites or the Processing Plants at the approved rates. However, if the Farm In-charge wants to get the work done from some local party for certain TPT/Labour work, the rates of the procurement contractor of the concerned centre for the same year will be applicable to him.
- (64) The full repair and maintenance charges of the stitching machines, for the currency of the contract period, if any, will be recovered from the Contractor for the Processing Operations.
- (65) The excess payments made on the basis of excess claim distances and double payment will be recovered from the beneficiary.
- (66) Any payment found excess due to excess distance or double claim the Store Clerk/Store Incharge and officer concerned will be liable to pay the excess/double payment to PSC in addition to contractor.
- (67) The TPT/Labour Contractor of marketing, procurement and processing of any PSC Centre shall be bound to shift the un-processed stock from that Centre to any other PSC Centre or Processing Plant.
- (68) For the release of security, a certificate from Contractor shall be pre-requisite to the affect that he has claimed all the bills and nothing is pending & receivable. A leftover claim in this respect after release of security deposit, if any, shall be only under approval of the Competent Authority.
- (69) The TPT/Labour contractor shall not charge any loading charges from the buyers (General Farmers, Registered Growers, Dealers) of the seed stocks purchased by them direct at a PSC Sale Point or Processing Plant. Loading charges of such seed stock will be paid to the Contractor by PSC as per the approved schedule rates (crop-wise & packing-wise) of the TPT/Labour Contract for the year.
- (70) Where both operations i.e., transportation and labour operations are required collectively together, a bidder shall be bound to quote for the both.

(71) The bidder shall sign each and every page of the Tender Document and the Bid Schedule.

Annex-I

Schedule of Earnest Money & Performance Securities

(1) Earnest Money

The detail of Earnest Money (EM) to be attached (CDR, PO, DD) alongwith tender documents for the different categories of operations at PSC Centre will be as under:

Sr.	Operations/Activities	Earnest Money (Rs.)
8	Procurement, Marketing Labor and Transportation Operations for PSC Sargodha	36,000

(2)

Performance Security

The amount of the Performance Security to be deposited or to be got adjusted (subject to audit clearance) by the successful bidders against earnest money or the previous year's security for each category for each Centre shall be as under:

Sr.	Operations/Activities	Performance Security (Rs.)
8	Procurement, Marketing, Transportation Operations for PSC Sargodha	180,000

Annex-2

Schedule of Transport and Labour Rates (Indicative)
Transport and Carriage Operations Schedule (Indicative Only)

- (1) The indicative transportation and carriage schedule for various stocks, crops, seeds and other materials shall be as given in the tables below.
- (2) They bidders are expected to quote their best possible rates, comparable to the indicative rates, keeping in view the various influencing and interplaying factors like POL prices (current and futuristic) and governmental taxation etc.
- (3) Rates once quoted and accepted shall not be revised or amended on whatsoever ground including increase in the POL prices or on any other ground etc.
- (4) All payments shall be subject to applicable taxes, fees, charges, cesses or other governmental duties.
- (5) **The bidders shall write their own best offered rate/prices/inclusive of all applicable government taxes, duties, fees, insurance and other incidental and applicable charges, if any.**

(a) Wheat, Gram and Maize Seed Bags

Sr.	Distance in Kilometre	Rate Per Bag (Rs.)	Rate Per Bag (Rs.)	Remarks
		100+ kg	50+ kg	
1	00-01	4.28	2.14	Flat Rate
2	01-10	8.04	4.02	Flat Rate
3	11-20	0.48	0.24	Additional rate per km/bag to be added to preceding rate
4	21-30	0.42	0.21	-do-
5	31-50	0.38	0.21	-do-
6	51-100	0.30	0.16	-do-
7	101-150	0.21	0.12	-do-
8	151-200	0.17	0.09	-do-
9	201-300	0.13	0.07	-do-
10	301-350	0.17	0.09	-do-
11	351-400	0.21	0.11	-do-
12	401-above	0.25	0.12	-do-

(b) Paddy, Moong Bean, Oilseed, Cottonseed (Fuzzy) and Cottonseed (Delinted) Bags

Sr	Distance in kilometre	Rate Per Bag (Rs.)	Rate Per Bag (Rs.)	Remarks
		60 kg Bag	40-50 kg Bag	
1	00-01	2.57	1.71	Flat Rate
2	01-10	5.64	3.81	Flat Rate
3	11-20	0.32	0.21	Additional rate per km/bag to be added to the preceding rate
4	21-30	0.28	0.19	-do-
5	31-50	0.27	0.18	-do-
6	51-100	0.21	0.14	-do-
7	101-150	0.15	0.10	-do-
8	151-200	0.12	0.09	-do-
9	201-above	0.05	0.04	-do-

Paddy, Moong Bean, Oilseed, Cottonseed (Fuzzy) and Cottonseed (Delinted) Bags

Sr	Distance in kilometre	Rate Per Bag (Rs.)	Rate Per Bag (Rs.)	Remarks
		20 Kg Bag	5-10 Kg Bag	
1	00-01	0.86	0.43	Flat Rate
2	01-10	1.88	0.98	Flat Rate
3	11-20	0.11	0.06	Additional rate per km/bag to be added to the preceding rate
4	21-30	0.09	0.05	-do-
5	31-50	0.09	0.04	-do-
6	51-100	0.06	0.03	-do-
7	101-150	0.06	0.03	-do-
8	151-200	0.04	0.02	-do-
9	201-above	0.02	0.01	-do-

(c) Seed Cotton (Phutti)

Sr.	Distance in Kilometre	Rate Per Bora of 80 kg (Rs.)	Remarks
1	00-01	3.42	Flat Rate
2	01-10	17.73	Flat Rate
3	11-20	0.89	Additional rate per km/bag to be added to preceding rate
4	21-30	0.78	-do-
5	31-50	0.67	-do-
6	51-100	0.48	-do-
7	101-150	0.32	-do-
8	151-200	0.25	-do-
9	201-300	0.15	-do-

Note: Payment will be made on the basis of 80 kg boras, which will be calculated on the basis of electronic weighbridge weighing card. The field weighing charges to the Contractor/grower will not be paid.

(d) Other Items (All Types of New and Old Bags, Spatta, Boras, Tarpaulins etc.)

Sr.	Distance in Kilometre	Rate Per 40 kg (Rs.)	Remarks
1	00-01	1.71	Flat Rate
2	01-10	3.81	Flat Rate
3	11-20	0.39	Additional rate per km/bag to be added to preceding rate
4	21-30	0.32	-do-
5	31-50	0.31	-do-
6	51-100	0.30	-do-
7	101-150	0.28	-do-
8	151-200	0.22	-do-
9	201& above	0.15	-do-

(e) Potato Seed and Crop (Bags of 100 to 115 kg)

Sr.	Distance in Kilometre	Rate Per 100-115 kg Bag (Rs.)	Remarks
1	00-01	-	Flat Rate
2	01-10	10.68	Flat Rate
3	11-20	0.42	Additional rate per km/bag to be added to preceding rate
4	21-30	0.38	-do-
5	31-50	0.34	-do-
6	51-100	0.30	-do-
7	101-150	0.21	-do-
8	151-200	0.17	-do-
9	201& above	0.13	-do-

(f) Weighment of Full Truck Load

A full truckload for various crops, seeds and stocks shall be reckoned as hereunder:

Sr.	Commodity	Minimum Quantity
1	Wheat, Maize, Paddy, Pulses and Gram in any packing	10 Metric Tonne
2	Cottonseed (delinted or fuzzy) in 20 & 40 kg packing	10 Metric Tonne
3	Cottonseed (delinted) in 5 & 10 kg packing	8 Metric Tonne
4	Seed Cotton (Phutti) in 80 kg boras	5 Metric Tonne
5	Packing Material (Empty Jute Bags, Spatta, Cloth Bags, Polypropylene Bags etc.)	5 Metric Tonne

(g) Small Quantities

- (1) The Contractor shall be bound for transportation of all crop seeds in 1-5 kg packing upto 2 metric tonnes on pickups and 7 to 9 metric tonnes on mini truck or trolley

- (2) Except for the flat rates of the Transport Schedule, the rate per bag shall be charged according to actual mileage covered for the relevant schedule. For instance, if a contractor transports 100 bags of 90 to 100 kg each of wheat seed upto a distance of 50 km, the charges would be as under:

Sr.	Mileage Bracket (km)	Revised Rate (Rs.)
1	00 to 01	427.50
2	01 to 10	803.70
3	11 to 20	475.00
4	21 to 30	418.00
5	31 to 50	760.00

(2) Labour and Allied Operations Schedule (Indicative Only)

The indicative schedule for various jobs, activities and operations shall be as given in the tables below.

(a) Loading, Un-loading, Packing, Shifting, Stacking & Other Misc. Operations

Sr.	Particulars	Units	Rate (Rs.)
1	Filling and knotting of cloth boras of seed cotton at grower's field only for procurement (<i>Note: Contractor shall be bound for packing of 80 kg boras. Weighing of each consignment must be carried out at electronic weighbridge in the presence of PSC employee</i>)	80 kg & above per bora	9.50
2	Filling of palli with seed cotton and hanging at the weighing scale (only for PSC Farms)	20 kg per palli	2.38
3	Marking or defacing of bora or bag (optional)	Each	0.10
4	Loading of bora	80 kg & above	11.40
5	Unloading of bora from truck/trolleys with stacking upto 6 boras	80 kg & above	11.40
6	Weighing or Katla checking of bora with stacking upto 4 boras	80 kg & above	2.00
7	Shifting of bora manually or through trollies from stacking platform and cutting / de-knot on conveyor belt / heaps including loading / unloading within Plant / Factory premises	80 kg & above	11.40
8	Feeding of loose stock of seed cotton through feeding pipe at heap platform, binding of lint bale, wrapping including sputta /patri cutting, weighing and marking on both sides (for commercial packing)	440 to 500 kg Seed Cotton per lint bale	39.90
9	-do- (for export packing)	-do-	41.55
10	Stitching both ends of lint bale	-do-	3.33
11	Shifting of lint bales from press to platform (including loading/unloading and stacking upto 5 bales height within plant/factory premises (<i>Note: in case the bale weight is less than 167 kg, payment will be made on pro-rata basis on actual weight basis</i>))	167 to 173 kg per lint bale	9.98
12	Spreading of cottonseed for drying for two to three days if needed including cutting of bags, spreading, crowding after dry, refilling, stitching & re-stacking	40 kg	4.98
13	a) Un-stacking / loading / unloading, shifting of lint bales with stacking up to 5 bales (if required)	Per bale	9.98
	b) Loading or unloading of lint bales for shifting with Fork lifter with stacking upto 5 bales (if required)	-do-	3.33
14	Lint plucking from bales (if needed)	-do-	0.99
15	Shifting of cottonseed (Fuzzy) 40 kg bags from store to feeding point including loading, unloading, stacking, cutting & feeding of contents for acid delinting	40 kg	4.75
16	a) Filling, weighing, stitching & bagging of fuzzy cottonseed bags.	40 kg Pack	3.33
		20 kg Pack	2.32
		10 kg Pack	1.65
		5 kg Pack	0.95
	b) Only stacking of cottonseed at hopper or any other place (if required) upto 10 bags	60-70 kg Pack	1.39
		40 kg Pack	0.99
		20 kg Pack	0.55
		10 kg Pack	0.32
	c) Shifting of fuzzy cottonseed bags with c) loading & unloading including normal stacking upto 10 bags within factory/plant premises.	5 kg Pack	0.19
		40 kg Pack	3.33
		20 kg Pack	3.80

17	Loading of fuzzy and delinted cottonseed bags (for dispatch outside)	40-60 kg Pack	2.00
		20 kg Pack	1.90
		5-10 kg Pack	0.99
18	Unloading and stacking of cottonseed bags(upto 10 bags)	40- 60 kg Pack	2.00
		20 kg Pack	1.90
		5-10 kg Pack	0.99
19	Cotton cloth cutting for one lint bale (optional)	Per bale	0.99
20	Patri/Baling Hoops cutting for one lint bale including riveting joints (for hired ginning factories)	-do-	2.98
21	a) Shifting of tarpaulin from store, un-folding & covering of heaps / stocks with Tarpaulins in PSC Plant/Factory Premises (optional)	Per No.	6.65
	b) Covering the heap stocks of seed cotton with Tarpaulins.	-do-	3.33
	c) Uncovering of heaps and shifting back of tarpaulins to store	-do-	3.33
22	Un-staking/loading, unloading & shifting of broken bales, lint boras from stacking platform to press rebinding, wrapping & marking & re-shifting to stacking platform and stacking upto five bales height within plant/factory premises.	Per bale	24.93
23	Shifting, re-stacking of boras from one place to other within factory premises (if needed) including loading and unloading.	1 to 8 bora 80 kg & above	8.55
24	Shifting of empty gunny bag bales (300 bags), sputta bales, cloth bag bales (500 bags), sutli bales, PP bag bales (1000 bags) etc including loading & unloading with stacking up to 5 bales height.	Gunny bags bale	24.70
		Cloth bags bale	17.10
		PP bags bale	11.40
		Sutli bale	9.50
25	Passage making of seed cotton boras for aeration (Optional)	Rft	4.14
26	Loading or unloading of tarpaulin with stacking in stores	Per No.	2.32
27	a) Loading or unloading of spatla/cloth boras bundle of 50 boras.	Per bundle	0.99
	b) Loading or unloading of jute bags/cloth bags of 25 bags.	Per bundle	0.67
28	a) Sputta/cloth bora cleaning, bundle making and shifting including loading / unloading) bundle of 50 boras.	Per bundle	3.80
	b) PP/cloth/gunny bags cleaning, bundle making and shifting including loading / unloading bundle of 25 bags.	Per bundle	1.90
29	Un-stacking, shifting & re-stacking of empty gunny bags/cloth bag bales within PSC Plant/Factory premises upto 5 bales height (if needed).	Per bale	6.65
30	Un-stacking, cutting, paltai after heap making (may be inside or outside store) and re-filling, tagging, sealing, labelling, weighing, stitching with stacking.	40-50 kg & above	4.31
		20 kg & above	2.81
31	Refilling after paltai of fuzzy cottonseed from Jute bags into cloth bags (including filling, weighing, stitching, tagging, labelling, shifting & stacking upto 10 bags.	40-50 kg	2.66
32	Unloading of lint boras shifted from PSC Farms & stacking upto 5 boras.	30-40 kg	1.90
33	Shifting of lint boras from Plant/Factory premises to press & sprinkling with water.	30-40 kg	2.98

34	Feeding of loose lint into press box through condenser pipe, rebinding wrapping of lint with baling ties & sputta/cloth including cutting of sputta/cloth and marking of bale on both sides with shifting, loading, unloading and stacking upto 5 bales.	Per bale (167-173 kg)	24.93
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(b) Acid Delinting Operations of Cottonseed

Sr.	Description	60-70 kg	40 kg	20 kg	5-10 kg
1	Filling, weighing, stitching, tagging and stacking upto 10 bags of delinted cottonseed without treatment.	4.31	3.00	2.15	1.65
2	Filling, weighing, stitching, tagging and stacking upto 10 bags treated with fungicide/insecticide.	4.66	3.33	2.32	1.82
3	Filling in bags or palli, shifting from bagging point to tarpaulins inside / outside store, spreading for drying 1-2 days, treatment with fungicide / pesticide, removal of contents, winnowing, heap making after drying, refilling, weighing and bagging.	7.60	5.70	4.75	4.28
4	Shifting of delinted treated/un-treated cottonseed with loading and unloading including normal stacking upto 10 bags within factory/plant premises.	3.99	2.66	1.82	1.33
5	Cutting and pouring of delinted cottonseed jute bags for treatment.	0.82	0.55	-	-
6	Treatment of seed with motor operated treator including feeding of delinted cottonseed through palli or canister.	-	-	2.85	3.33
7	Filling, weighing, stitching, tagging of delinted treated cotton seed including stacking upto 15 bags.	-	-	2.32	1.82
8	Stacking of delinted cotton seed (if required) upto 10 bags.	1.39	-	-	-
9	Loading of delinted / treated cottonseed bags	-	2.00	1.33	0.95
10	Un-loading and stacking of delinted / treated cottonseed bags upto 10 bags height within plant / factory premises	-	2.00	1.33	0.95
11	Manual Delinting of fuzzy cotton seed including transportation (loading, shifting from store to delinting point, unloading, delinting, shifting of delinted seed on plate farm for spreading/drying on tarpaulin, filling into bags & shifting at grading point)	Rs.142.5 (Flat Rate) the contractor rate above /below the schedule rate will not be applicable on said rate.			

(c) Cereal Crops

Sr.	Description of Operation to be tendered	Rate (Rs.) Per Bag in kg	Rate (Rs.) Per Bag in kg	Rate (Rs.) Per Bag in kg	Rate (Rs.) Per Bag in kg	Rate (Rs.) Per Bag in kg
		100 & above	60 & above	50 & above	40 & above	20 & above

1	Filling, weighing, stitching, and tagging of seed from loose stocks in the field including stacking (optional). Contractor shall be bound for packing of 100 kg standard bags at growers' field for procurement stocks. Weighing of each consignment must be carried out at electronic weighbridge in the presence of PSC employee.	9.50	6.65	5.70			-
2	Marking of bags with stencil / screen (one only)	0.10	0.10	0.10	0.10	0.10	0.10
3	Loading of bags into truck/trolleys etc.	5.70	3.80	3.80	2.00	1.33	-
4	Unloading of bags from trucks/trolleys within plant premises:						-
	a) Stacking from 1-8	4.98	2.66	2.49	2.00	1.33	-
	b) Stacking from 9-12	5.32	2.81	2.66	2.15	1.33	-
	c) Stacking from 13-16	5.64	3.15	2.98	2.49	1.82	-
	d) Stacking from 17-20	6.14	3.48	3.33	2.81	2.15	-
5	Katla checking per bag	0.99	0.63	0.53	0.46	0.32	-
6	Shifting of bags from store to feeding hopper / platform etc. within plant / factory premises including loading, unloading and normal stacking upto 8 bags for unprocessed stock.	7.47	5.32	4.48	3.72	2.22	-
7	Cutting and pouring of seed in hopper within plant premises.	1.16	0.80	0.67	0.55	0.36	-
8	Hanging of bags on weighing scale, filling weighing, tagging / labelling (may or may not be) and single / double or manual stitching with machine.	3.15	2.32	2.00	1.65	1.33	0.70
9	a) Mechanical wet treatment of seed with pesticides / insecticides & dye colour, filling at bagging point, shifting on tarpaulin for drying 2-3 days (within or outside store) removal of contents, spreading,	12.79	10.66	8.53	6.65	3.33	-

	daily winnowing, refilling, weighing tagging, double stitching & stacking up to 10 bags, including item 8 & 11						
	b) Mechanical dry treatment of seed with pesticides/insecticides (filling of insecticides powder in dispenser is responsibility of contractor) including bagging, weighing, machine stitching, shifting and stacking upto 10 bags with loading/unloading, including item 8 & 11.	9.50	7.60	5.51	4.56	2.47	-
	c) Removal of contents from bags, manual treatment with pesticides / insecticides, spreading for drying 1-4 days, heap making, refilling, bagging, weighing, machine stitching & stacking upto 12 bags	11.63	9.98	8.30	6.65	3.33	2.09
	d) Hand Picking fungus effected grain from Hybrid Maize Seed may please be included in next coming Labour/TPT contractor 2019-20	13.30	-				
10	Filling, weighing, stitching of non-seed, oversize grains at Plant site / stores from loose stock or heap or from Hopper / bin, shifting to intake / platform / store and stacking upto 10 bags.	11.31	9.03	6.84	5.70	4.56	2.85
11	Shifting of the processed stock from bagging scale to store or store to bagging scale / other place with loading, unloading and stacking within Plant premises:						
	a) Stacking 1-8 bags	5.81	3.99	3.33	2.66	1.82	1.33
	b) Stacking 9-12 bags	6.14	4.22	3.52	2.85	2.00	1.46
	c) Stacking 13-16 bags	6.48	4.54	3.72	3.06	2.19	1.60
	d) Stacking 17-20 bags	6.88	4.90	3.93	3.27	2.38	1.73

12	a) Only labelling/tagging of bags (single).	0.10	0.10	0.10	0.10	0.10	0.10
	b) Labelling of 2 tags (if required)	0.19	0.19	0.19	0.19	0.19	0.19
	c) Affixing of seals on bags	0.15	0.15	0.15	0.15	0.15	0.15
	d) Putting of prize coupon or pamphlets etc. or pesticide packet inside packet inside packet.	0.02	-				
13	Un-stacking, shifting, removing contents from the bags spreading, winnowing and drying the contents refilling the bags weighing, stitching, shifting and stacking (upto 10 bags) including loading/unloading.	7.47	5.70	5.51	3.38	2.28	
14	Only stacking (if applicable)						
	a) From 1 to 8 bags	1.48	0.99	0.82	0.68	0.49	
	b) From 9 to 12 bags	1.73	1.12	0.93	0.80	0.49	
	c) From 13-16 bags	2.00	1.33	1.08	0.89	0.59	
	d) From 17 – 20 bags	2.26	1.54	1.24	0.99	0.68	
15	Un stacking or restacking of bags if applicable within plant / factory premises.	0.99	0.68	0.53	0.40	0.23	
16	Loading and unloading of bales with stacking upto 5 bales	Rate Per Bales (Rs.)					
	a) Jute bags bale	24.70					
	b) Cloth bags bale	17.10					
	c) PP bags bale	11.40					
	d) Jute Twin bale	9.50					
17	Shifting of empty gunny bags bales, sputta bales, cloth bags bales, sutli bales, PP bags bales including loading, unloading and stacking up to 05 bales height.						
	a) Jute bags bale	11.63					
	b) Cloth bags bale	9.14					
	c) PP bags bale	11.04					
	d) Jute Twin bale	9.50					
18	Cleaning, grading of empty gunny bags/cloth bags/PP bags in A, B, C, & D	Rate Per Bundle (Rs.)					

	grades, making bundle and its shifting to stores including loading, unloading and stacking upto 12 bundle height						
	a) 50 gunny bags per bundle	9.98					
	b) 25 gunny bags per bundle	4.98					
	c) 50 No. cloth/PP bags per bundle	4.98					
19	Only bundle making and stacking	Rate Per Bundle (Rs.)					
	a) 50 gunny bags per bundle	3.33					
	b) 25 gunny bags per bundle	1.65					
	c) 50 No. cloth/PP bags per bundle	1.65					
20	Loading or unloading of empty gunny bags/cloth bags/PP bags bundles with stacking upto 12 bundle height.	Rate Per Bundle (Rs.)					
	a) 50 gunny bags per bundle	0.99					
	b) 25 gunny bags per bundle	0.82					
	c) 50 No. cloth/PP bags per bundle	0.72					
	d) 25 Cloth bags per bundle	0.53					
21	Only Shifting of Empty Gunny bags/cloth bags/PP bags bundle including loading-unloading & stacking upto 12 bundles height within premises.	Rate Per Bundle (Rs.)					
	a) 50 gunny bags per bundle	1.33					
	b) 25 gunny bags per bundle	0.82					
	c) 50 No. cloth/PP bags per bundle	0.82					
	d) 25 Cloth bags per bundle	0.42					
22	Folding, shifting and stacking of tarpaulins in stores	6.65					
23	Loading or unloading of wooden trestles.	0.42					
24	Loading or unloading of steel trestles	0.86					

25	Filling of Kachra from Hopper or loose stock, weighing, stitching with temporary stacking (if needed) shifting to Platform / stores including loading & unloading and stacking.	Rate (Rs.) Per Bag 80kg & above					
	a) 1-8 High	9.03					
	b) 9-16 High	9.50					
26	Filling of Kachra from Hopper or loose stock, weighing, stitching with temporary stacking (if needed) shifting to Platform / stores including loading & unloading and stacking.	Rate (Rs.) Per Bag 60kg & above					
	a) 1-8 High	6.84					
	b) 9-16 High	7.13					
27	Filling of Toori, Mitti, Gundi, Pattal bags, weighing, shifting including loading-unloading and stacking or pouring on heap within factory premises.	Rs.					
	a) 60 Kg Per bag	5.70					
	b) 40 Kg Per bag	3.80					
	c) 20 Kg Per bag	1.90					
28	Shifting , putting of tarpaulin on stacks of wheat seed etc & Packing material for fumigation with roper air tightening.	8.55					
29	Uncovering of tarpaulin, folding, shifting and stacking in stores.	3.33					
30	Unloading & stacking of Pesticides at Plant site/ stores.	0.06					

(d) For Export/Special Consignment/ Government Agencies

A. For Direct Bagging		20-30 kg Packing (Rs.)	31-40 kg Packing (Rs.)	41-50 kg Packing (Rs.)

i).	Filling, weighing, stitching of treated wheat seed in 20-30 & 31-50 kg and shifting at bagging place	2.00	2.39	2.87
ii).	Shifting from bagging scale to store including loading/un-loading & stacking upto 10 bags	2.72	3.27	3.91
B. For re-bagging of treated wheat seed from 100 kg bags into 20—30 kg, 31-40 kg & 41-50 kg bags		20-30 kg Packing (Rs.)	31-40 kg Packing (Rs.)	Revised Rate (Rs.)
i).	Un-stacking, cutting & removing contents from bags	0.67	0.80	0.95
ii).	Re-filling, weighing, stitching tagging & marking	2.00	2.39	2.87
iii).	Shifting from re-bagging place to store	2.72	3.27	3.91
iv).	Stacking upto 10 bags	0.67	0.80	0.95

(e) Potato Crop & Seed Handling

Sr.	Description	Bag/Crate (in kg)	Rate Per Bag (Rs.)
1.	Loading, unloading of potato bags from truck/trolley (within 100 meters)	100-110	4.66
2.	Shifting from Veranda to Pre-Cooling Chamber Rack	-do-	4.66
3.	Shifting from Veranda/Pre-Cooling Chamber to Cold Store Racks including loading/unloading with stacking	-do-	9.98
4.	Shifting from Cold Storage Racks to Pre-Cooling Chamber/Veranda including loading/unloading with stacking	-do-	9.98
5.	Shifting from Pre-Cooling Chamber to veranda	-do-	4.66
6.	Loading from Veranda/Pre-Cooling Chamber in truck/trolley	-do-	4.66
7.	Unloading of imported potato seed crates within 100 meters with stacking upto 5 crate	50 (crate)	4.66
8.	Loading of imported potato seed crates in truck/trolley within 100 meters	-do-	4.66
9.	Weighing of bags on weighing scale	100-110	2.32
10.	Cutting and pouring of bags on the ground for sorting	50	0.67
		100	1.33
11.	Sorting of potato seed bags	50	8.30
		100	16.63
12.	Filling, weighing and stitching of bags	50	4.66
		100	9.31
13.	Marking of bag with screen/stencil (full)	50	0.49
		100	0.49
14.	Marking of bags on both side (Lot No. & Variety)	50	0.27
		100	0.27
15.	Marking of bags on one side (Lot No. & Variety)	50	0.13
		100	0.13
16.	Labelling & tagging (single)	50	0.10
		100	0.10
17.	Labelling & tagging (double)	50	0.19
		100	0.19

18.	Sealing of bags	50	0.15
		100	0.15

(e) Potato Crop & Seed Handling

Sr.	Description	Bag/Crate (in kg)	Rate Per Bag (Rs.)
1.	Loading, unloading of potato bags from truck/trolley (within 100 meters)	100-110	4.66
2.	Shifting from Veranda to Pre-Cooling Chamber Rack	-do-	4.66
3.	Shifting from Veranda/Pre-Cooling Chamber to Cold Store Racks including loading/unloading with stacking	-do-	9.98
4.	Shifting from Cold Storage Racks to Pre-Cooling Chamber/Veranda including loading/unloading with stacking	-do-	9.98
5.	Shifting from Pre-Cooling Chamber to veranda	-do-	4.66
6.	Loading from Veranda/Pre-Cooling Chamber in truck/trolley	-do-	4.66
7.	Unloading of imported potato seed crates within 100 meters with stacking upto 5 crate	50 (crate)	4.66
8.	Loading of imported potato seed crates in truck/trolley within 100 meters	-do-	4.66
9.	Weighing of bags on weighing scale	100-110	2.32
10.	Cutting and pouring of bags on the ground for sorting	50	0.67
		100	1.33
11.	Sorting of potato seed bags	50	8.30
		100	16.63
12.	Filling, weighing and stitching of bags	50	4.66
		100	9.31
13.	Marking of bag with screen/stencil (full)	50	0.49
		100	0.49
14.	Marking of bags on both side (Lot No. & Variety)	50	0.27
		100	0.27
15.	Marking of bags on one side (Lot No. & Variety)	50	0.13
		100	0.13
16.	Labelling & tagging (single)	50	0.10
		100	0.10
17.	Labelling & tagging (double)	50	0.19
		100	0.19
18.	Sealing of bags	50	0.15
		100	0.15

Annex-3

Bid Proforma

Labor and Tender 2019-20

Obtaining of Labour & Transport Operations for (i) Bagging, Loading, Unloading, Stacking, Shifting and Transportation of Raw- & Processed-Seed, (ii) Unit Operations relating to Pre-Cleaning, Cleaning, Processing of the Raw Seed, Bagging, Stitching, Stacking, Shifting & Storing of the Processed Seed of various Seed Crops (iii) Sowing, Hoeing, Thinning, Picking, De-Tasseling, Harvesting, Manual Seed Cleaning etc. at and for the various Seed Processing Plants, Seed Farms and Marketing Centres of the Punjab Seed Corporation (PSC)

- **Time & Date of Receipt of the Sealed Bids: 11:00 a.m. on 08-04-2020**
- **Time & Date of Opening of Tender at: 11:30 a.m. on 08-04-2020**
- **Price of Tender Document: Rs. 1,000/- (One Thousand) Non-Refundable**
- **Amount of Earnest Money: As given under Annex-1 above**
- **Amount of Security Deposit: As given under Annex-1 above**
- **Bid Validity Period: 60 days from the date of opening of the bids**
- **Contract Period: Upto 30.06.2020 with three Month's Grace Period**
- **Locations: PSC Centres as mentioned in the Tender Document**

Note: *Please read the following note and instructions carefully before filing in the bid proforma:*

1. Any offer not received as per terms and conditions of the invitation to bid/tender is liable to ignore.
2. No offer shall be considered if:
 - (a) It is received after the time and date fixed for its receipt
 - (b) It is received without earnest money from an unregistered firm or from a firm, which is otherwise, registered but not for the items mentioned in this tender
 - (c) The bid document/tender is unsigned
 - (d) The offer is ambiguous
 - (e) The offer is conditional
 - (f) The offer is from a firm blacklisted, suspended or removed from the approved list
 - (g) The offer is received by telegram
 - (h) The offer is of a shorter validity period than that mentioned in the tender document
 - (i) The offer is for the operations, activities, assignments and jobs not conforming to the requirements indicated in the bid document
3. The offer shall remain valid up to forty five (60) days from the bid opening date.
4. Bids must be submitted in double cover. The outer envelope will bear name of the Punjab Seed Corporation, tender number, subject matter of the tender and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly.
5. The Punjab Seed Corporation reserves the right to ask for performance of the operations and activities in full or in part regardless of the notice of invitation and may also ignore, scrap, or cancel the tender at any stage of the process without assigning any reason.
6. (a) If the acceptance of bid issued to the bidder by the PSC, during the validity period of the offer, is not accepted by the bidder, the bid security / earnest money deposited by him shall be forfeited and the work may be carried out at his risk and expense. (b) If a bidder withdraws or amends or revises his bid at any time during the validity period, the bid security / earnest money would be liable to forfeiture.
7. In case the Contractor fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the performance security deposited by him would be forfeited and the requisite jobs, operations, activities and assignments may be carried out at his risk and expense.
8. The Punjab Seed Corporation reserves the right to claim compensation for the loss occasioned from delays in the performance of the operations, activities, jobs and assignments.
9. Bids should be quoted on the prescribed Tender Document only. However, the bidder may add additional information or submittal letter on the official letterhead, if he wishes so.
10. Cash receipts (in original or a certified copy) in token of having purchased the tender, must accompany the offer.
11. Bids and all correspondence should be addressed to the Punjab Seed Corporation i.e., Punjab Seed Corporation, 4-Lytton Road, Lahore.
12. Bidders must quote their firmed-up final rates after considering all aspects of the bidding, both in words as well as in figures. In case of difference between the two, rates quoted in words shall prevail.
13. Bidders shall submit Earnest Money @ rates given in Schedule for Earnest Money in favour of the Punjab Seed Corporation, Lahore.

14. The bidders, who are declared successful after financial and technical evaluation of the bids, may be required to furnish performance security deposit as given in the Schedule for Security Deposit (**Annex-1**) in the form of a CDR, DD, and PO in favour of the Punjab Seed Corporation within the period specified in the Letter of Acceptance of the Tender. Failure to deposit the Performance Security may result in cancellation of award and forfeiture of the earnest money and consequential procurement of the operations, jobs, activities and assignments at the risk and expense of the bidder.
15. Bidders who themselves are not the owners of the transport vehicles, must indicate the name and address of the person or firm whose transport facilities he intend to utilize, as under:

*“This is to certify that M/s. _____ have obtained our consent against invitation to Tender No. _____ issued by the Punjab Seed Corporation to be opened on **08-04-2020**. We, being providers of transportation fleet to the said bidder, hereby agree to supply/provide the carriage vehicles strictly in accordance with requirements of the said Invitation to Bids”.*

16. Bidders must indicate the complete address of the place(s) where the Punjab Seed Corporation may inspect, if so required, the carriage vehicles likely to be deputed for the operations.
17. Bids materially different from the necessary conditions of participation in the bidding, such as conditional, ambiguous or incomplete offers are likely to be ignored.
18. Once opened, the bids shall be treated as the last and final bids and supplementary, additional or revised offers, after opening, shall not be entertained under any circumstances.
19. Bidders are at liberty to include catalogues, leaflets, brochures, operation manuals, literature and other technical data, if any, in support of their bids.
20. Bidders are specifically required to indicate their Computerized National Identity Card Number (CNIC), National Tax Number (NTN), & the Sales Tax Number/(GST) /**PRA No if any**.
21. Any erasing, cutting, crossing, overwriting, and interlineations etc. in the bid papers must be duly signed with date by the person signing the original bid documents. Bidders are required to put their signatures on all pages of the bid document, except the printed literature etc. Offers containing unsigned overwriting or strike-through shall not be acceptable and may be ignored.
22. Bids should be submitted based on accounting units specified in the invitation to tenders.
23. Bidders are expected to offer their bids as per requirements of the Punjab Seed Corporation. In case the offered Operations are at variance with the requirements given in the Tender Document, the bidders must clearly indicate variations in their offers.
24. Bidders must guarantee at least one-month’s grace continuation of the operations upon culmination of the contract period.
25. Bidders must note that no part payment will be made at any stage. Payment will be made in accordance with the terms and conditions as laid down in this respect in the award letter and the contract agreement. Release of payment will be subject to satisfactory performance of the contract and clearance of the audit.
26. Disputes, if any, will be resolved as per the terms and conditions laid down in this respect in the bid documents preferably through mutual consultations followed by arbitration.

Annex-4

Bid Price Offer

I, hereby offer the following rates for the transportation, labour and farm operation, activities, jobs and assignments for the Punjab Seed Corporation:

1. Offered Rates for Transport Operations inclusive of all applicable taxes.

Sr, No.	Name of station	Price
01.		
02.		

03.		
04.		
05.		
06.		
07.		
08.		
09.		
10.		

In words. _____

1. Offered Rates for Labour Operations inclusive of all applicable taxes.

Sr, No.	Name of station	Price
01.		
02.		
03.		
04.		
05.		
06.		
07.		
08.		
09.		
10.		

In words. _____

Note: In case of discrepancy between unit price prevail.

Bidder's Signature and Seal

Name: _____

Firm Name: _____

Date: _____

Annex-5

Undertaking by the Bidder

1. I/We hereby confirm to have read carefully the entire document and all the terms and conditions of your Tender No. _____ for the provision of the operations, activities, jobs and assignments as have been advertised in the tender notice as well as those contained in the PPRA Rules 2014. I/We agree to abide by all these terms, conditions, stipulations, obligations, and instructions.

2. I/We also hereby categorically confirm that the operations, activities, jobs and assignments offered by me/us conform to the requirements as laid down in your Tender Document in all respects and that any difference has been fully and duly explained in the bid papers submitted by me/us.
3. I/We accept that if the required bid security/earnest money is not furnished or my/our offer is found lacking in respect of any other requirements of your Tender Document, it shall be ignored and I/We shall have no claim to it, whatsoever.
4. I/We hereby acknowledge that timely delivery of the stocks is the essence of the contract and do hereby confirm to adhere to the delivery schedule as given in the Tender Document/Contract Agreement. In case of non-adherence, I/We agree unconditionally to accept the recovery of liquidated damages as determined by the PSC.
5. I/We certify that the rates quoted in this Tender Document are not more than the rates charged by my/us from any other public sector agency in the country. In case of any discrepancy, I/We hereby undertake to refund the amount charged in excess.
6. I/We certify and undertake that I/We have not been blacklisted by any public or private authority or organization in the country or abroad as the bidder/contractor/supplier or in any other capacity and that I/We are currently not in litigation with any other authority or organization in this capacity.
7. I/We undertake to accept all decisions of the PSC with respect to acceptance and rejection of my/our bid, in part or in whole, and that such a decision shall not be justiciable in any court of law at any time and at any stage. I/We further understand that the PSC is not bound to accept the lowest bid necessarily.
8. I/We undertake that if my/our bid is accepted, I/We shall provide a performance security in the form, in the amounts, and within the time specified in the acceptance of the tender or the contract agreement.
9. I/We agree to abide by this bid for the entire bid validity period as specified in the bid documents and it shall remain binding upon me/us to accept the acceptance of the bid offered to me/us during the original as well as the extended validity period.
10. I/We undertake that pending preparation and execution of a formal contract agreement, my/our bid together with the letter of acceptance of the bid and notification of award, if any, issued by the PSC shall constitute a valid and binding contract between the PSC and me/us.
11. I/We certify and confirm that as per the requirements laid down in the bid documents, I/We qualify the eligibility criteria of participating in the bid.
12. I/We solemnly affirm and declare that contents of this undertaking are true to the best of my/our information, knowledge and belief and that nothing material has been withheld by me/us.

Deponent

Bidder's Signature and Seal

Name: _____

Firm Name: _____

CNIC No. _____

Date: _____

Witnesses

1. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____	2. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____
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Annex-6

Contract Agreement (Specimen) General Conditions

This agreement is made in the presence of the witnesses named below on this _____ day of _____ at _____ between the Punjab Seed Corporation (PSC) (hereinafter called "Corporation") and _____ (hereinafter called "the Contractor").

Whereas the Punjab Seed Corporation invited bids for the Procurement of Labour & Transport Operations for (i) Bagging, Loading, Unloading, Stacking and Transportation of Raw- & Processed-Seed, (ii) Unit Operations relating to Pre-Cleaning, Cleaning, Processing of the Raw Seed, Bagging, Stitching,

Stacking & Storing of the Processed Seed of various Seed Crops at and for the various Seed Processing Plants, Seed Farms and Marketing Centres of the Punjab Seed Corporation (PSC) and the PSC has accepted the bid of the Contractor against the rates quoted by him

Now this Agreement witnesses as follow:

1. In this Agreement, the words and expressions shall have the same meanings as are respectively assigned to them in the Bid Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz., the:
 - (a) Invitation to tenders as publicized/advertised by the Punjab Seed Corporation
 - (b) Bid Document as bought from the Punjab Seed Corporation
 - (c) Bid Proforma;
 - (d) Schedule of Indicative Rates
 - (e) Undertaking submitted by the bidder alongwith the bid papers
 - (f) Acceptance of tender issued to the successful bidder by the Punjab Seed Corporation
 - (g) Supply order for performing the jobs, operation and activities issued from time to time by the Contract Operating Officer, as and when issued
 - (h) General and special conditions regarding tendering as given in the Punjab Procurement Rules 2014
 - (i) This Contract Agreement as executed between the Punjab Seed Corporation and the Contractor
3. In consideration of the payments to be made by the Punjab Seed Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Punjab Seed Corporation to carry out the operations, jobs, activities and assignments in accordance with the provisions of the award of contract
4. The Punjab Seed Corporation hereby covenants to pay the Contractor in consideration of the carrying out of the operations, jobs, activities and assignments for the sums may become payable under the provisions of the contract at the times and in the manner prescribed by rules.
5. In witness whereof the parties hereto agree as hereunder:
 - (1). I/We, the undersigned agree, on acceptance of this tender to carry out labour and carriage operations, jobs, activities and assignments for the Corporation as the Contract Operating Officer may actually require during the period from or to such date as this period may be extended by the contract sanctioning authority subject to the condition and stipulations specified herein.
 - (2). I/We shall render the labour and carriage operations at my/our expense in such quantities, at such time, in such manner to such person at such place, within the area to be specified by Contract Operating Officer.
 - (3). I/We shall deposit requisite Performance Security at PSC Hqr in the shape of a CDR, DD, PO drawn in favour of the Corporation, within 7 days of communication of letter of acceptance. If I/We fail to furnish such security deposit within the time aforesaid, my/our earnest money is liable to be forfeited without prejudice to other remedies available to the PSC.
 - (4). The officer sanctioning the contract may authorize such officers as he may wish to operate the contract on his behalf and I/We and my/our agent will accept and carry out instructions given by such officer (or their authorized representatives) in connection with the contract.
 - (5). All sums, fines, compensations and risk and expense moneys payable by me/us to the PSC under the terms of the contract, may be deducted from my/our security deposits or bills payable in relation to this contract or from any of the sums payable to me/us by the PSC or any other contract entered with the PSC.
 - (6). In the event of my/our standing cash security deposit being reduced by reason of my such deductions as aforesaid or if the value of such standing cash security devalued during the period that we hold such standing security deposit. I/We shall within two days from the date

of my/our being called upon to do so make good in cash the amount required to complete the standing security deposit to the original value. In case, I/We fail to deposit the above payment, the PSC or any other paying authority of the PSC shall be competent to recover this amount from my/our existing/future claims against the PSC.

- (7). In the event of my/our failing, neglecting or delaying to comply with any demand or requisition or otherwise not executing the work in accordance with the terms of the contract the officer operating the contract shall be at liberty (without prejudice to any other remedy available to the PSC, on account of such breach or non-performance of the contract) to arrange transportation and labour operations at my/our risk and cost.
- (8). The officer sanctioning the contract shall be competent to rescind this contract without prior notice if:
 - (i) I/We assign or sublet my/our contract or if I/We attempt to do so, without approval of the competent authority
 - (ii) I/We or any of my/our agents or servant shall:
 - a) Be guilty of fraud or misappropriation of the Corporation property in respect of the contract or any other contract entered into by me/us with PSC.
 - b) Directly or indirectly give promise or offer any bribe, gift, loan, reward or advantage, pecuniary or otherwise to any officer or official in the employment of the Corporation.
 - (iii) Any such officer or official mentioned in sub paragraph ii (b) above becomes in any way directly interested in the contract.
 - (iv) I/We decline, neglect or delay to comply with any requisition or in any other way fail to perform the assigned work or observe any condition of the contract.
 - (v) I/We or any of my/our partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or makes any composition with my/our credit or attempt to do so, or in the case of our being a registered company any order be duly passed for the winding up of the company.
- (9). In case of such rescission, my/our cash security deposit or such portion thereof as the officer sanctioning the contract shall consider fit or adequate shall either be forfeited by PSC or the work for the remaining period of the contract shall be got done by PSC at my/our risk and cost.
- (10). In the case of such rescission, the PSC shall be entitled to recover from me/us any extra expense. The PSC may get the assignments for which this contract was entered into from somewhere else for the remainder period. I/We agree that the same may be recovered from the cash security deposit or total outstanding bills in relation to this contract or from our any other contract entered into with PSC.
- (11). Notwithstanding anything herein before contained and without prejudice thereto, the officer operating the contract may recover from me/us as compensation such sum as he considers reasonable:
 - (i) If any stocks or materials entrusted to me/us under the contract be lost, not delivered at the consignees end, damaged or depreciated unless such damage or loss or depreciation be due to Act of God or of the enemies of Pakistan (damage due to rain is not considered as Act of God), I/We agree double the amount of such loss, etc. may be recovered from my/our cash security deposit or outstanding bills in relation to this contract or any other contract entered into with PSC. However, on the appeal of a contractor, Managing Director, PSC may relax the double penalty and allow the recovery at the single/actual cost having been satisfied after the departmental enquiry if it is proved that the contractor was not at fault and the loss was not manipulated/intentional and FIR was lodged within 15 days with the concerned police station.
 - (ii) If I/We fail to observe or fail to perform any condition of the contract.
 - (iii) If any loss is caused to the building, machinery and stocks etc. by me/representative or by labour engaged by me.
- (12). Decision as to recovery of moneys from me/us in respect of arrangement at my/our expense or of compensation by order of the Contract Operating Officers and any order for rescission of the contract shall be subject to any appeal/review, if preferred in writing by me/us within fifteen days of issue of such decision/order, to the Managing Director, PSC 4-Lytton Road, Lahore whose decision shall be final and binding on the parties.
- (13). No payment shall be made in advance for any Operation rendered under this contract.

- (14). I/We shall be entitled to be furnished with a certificate from the proper officer of PSC, to the effect that such Operations have been rendered to the Corporation.
- (15). I/We shall submit on fortnightly basis to the Contract Operating Officer my/our bill for all the operations, activities and assignments for such station duly accepted during the preceding fortnight. These bills will be presented by me/us in the printed forms and be supported by the receipted vouchers given to me/us by the receiving officer. The charges in those bills shall always be entered at the approved rates for each Operation as shown in the schedule and requisition or order issued by the Officer Operating the contract. If at any stage, it is found out that certain transportation/labour works were actually not carried out and fictitious bills, apart from any other legal remedy available to the Corporation, the Contract Operating Officer shall be competent to recover double the amount involved from our cash security deposit or from other sums payable, if any.
- (16). I/We shall be responsible for taking all possible steps for obtaining receipts from the Contract Operating Officer in time on ensuring of correct submission of our bills within the period specified above. In the event of my/our failure to obtain receipts in time, I/We shall bring the matter to the notice of the Officer Operating the contract.
- (17). If retrenchment be made in payment of any bill submitted by me/us other-than in respect of any ordinary audit objection and except in respect of recoveries on which final decision has already been given such retrenchment shall be subject to an appeal if preferred by me/us in writing within 15 days, to the Managing Director whose decision shall be accepted by me/us as final. If the retrenchment to be withdrawn and submission of a fresh bill for the amount retrenched be sanctioned I/We shall submit this bill to the Contract Operating authority with all necessary supporting vouchers within fifteen days of such decision being given.
- (18). I/We acknowledge that I/We have myself/ourselves fully acquainted with all the conditions and circumstances under which Operations required under the contract will have to be rendered and have understood all the terms, conditions and other details of the contract and I/We shall not ignore about any of these as an excuse in case of avoiding any of my/our obligations under the contract.
- (19). The PSC reserves the right to recover Income Tax at source in accordance with Income Tax Laws in force.
- (20). I/We hereby agree that Managing Director, PSC Lahore shall be discharged from all liabilities under the thereof, unless arbitration is commenced within three months period of contract or any extension, thereof.
- (21). Nothing contained in the above provisions shall apply to the refund of such portion of the security deposit as is refundable to me/us after permissible deductions.
- (22). The parties agree that in the event of the death of contractors or his mental disability proved in Courts of Law during the currency of the contract, this contract will be deemed to have been terminated without incurring any liability against the successor on this account but such termination will not affect the liabilities already accrued to the contractor in his life time or when he was sane. Bills will be paid on the production of a succession certificate from the proper quarters. The contract will not be terminated in the event of death or insanity of a partner of a partnership firm. The surviving partners will be responsible for the performance of the contract.
- (23). Any dispute or difference arising out of this contract, mode of settlement of which is not herein before provided for, shall be referred to the sole arbitrator to be appointed by the Managing Director, PSC. The decision of the arbiter shall be final and binding on both the parties after the approval of MD, PSC.
- (24). I/We shall be responsible for the conduct of the labour force employed for the completion of the assigned tasks, operations, activities and assignments under the contract. Any loss

sustained by the Corporation as a result of inaction, inefficiency, negligence, misbehaviour, theft, fire, subversive activities or any other unlawful and damaging action of the labour, workers and drivers etc. shall be indemnified by the me/us. The Contract Operating Officer shall have the right to ban entry of such labourers within the premises of the centres.

- (25). I/We shall be bound for the transportation of commodities being procured by Punjab Seed Corporation from growers' field and transportation charges shall be paid on prescribed/approved schedule rates irrespective to the affect that some distance of motorable Kacha road is involved.
- (26). The transportation charges shall be paid for the shortest distance. However, in case of changed or diverted route due to some emergencies i.e. close of canal/river bridge, construction/maintenance of roads, floods as notified by the government authorities (Highway & Irrigation Deptt: etc.) charges may be paid for the actual distance, after proper verification of by Contract Operating Officer and with the approval of MD, PSC.
- (27). I/We agree that taxes shall be deductible in accordance with applicable Tax Laws in force.
- (28). I/We undertake to abide by all the terms and conditions of the contract.

Additional for Labour & Processing Operations

- (29). I/We agree that labour indented by the Contract Operating Officer shall be supplied at the time and place notified in the demand.
- (30). I/We shall undertake not to commence any form of Operations mentioned in the schedule unless and until orders are placed upon me/us by the authorized Officer operating this contract or his representative. In case I/We be in doubt as to whether such orders are covered by the terms of this contract, I/We shall bring such cases immediately to the notice of officer issuing such orders in writing so-that position may be correctly interpreted prior to commencement of the Operation so ordered. If I We fail to do so I/We shall not be entitled to claim payment under any clause other than under which I/We was/were ordered in writing to render Operation.
- (31). I/We agree that in the event of labour Operations required permanently I/We agree that they shall not be changed without the permission of the officer operating this contract or his representative.
- (32). I/We agree that when Operations are ordered under para-2 above, I/We shall undertake to provide adequate supervision and labour to obviate delay and inconvenience in carrying out of such Operation, loading, stacking and filling etc. shall be carried out in such manner as is required by the Officer Operating the contract or his representative.
- (33). I/We agree that in the event of undue delay or inconvenience caused by me/us or such labour as shall be supplied by me/us under this contract the time within such Operations shall be completed by me/us shall be determined by the contract operating Officer for this contract or his representative whose decision shall be final. Such delay or inconvenience in the above respect shall constitute a breach of contract on my/our part.
- (34). I/We agree that Palledars (Labour) supplied under this contract shall be strong, healthy and suitable in all respect. PSC shall accept no liability whatsoever for the incorrect licensing of labour employed by me/us under this contract and I/We shall comply with all Government, Cantonment and Municipal Regulations relating thereto.
- (35). I/We agree that in the event of labour Operations being ordered and subsequently cancelled or not utilized I/We shall not be entitled to any compensation if the demand is cancelled before the Operation commenced.
- (36). I/We agree that for any one, maximum number of the hours of work will be eight in twenty-four hours exclusive of meals time and the working hours shall be calculated from the time of arrival at work site to the time of departure from work site.
- (37). I/We agree that in the event of loss due to fire damages to property, building, machinery, stores or any other article occurred because of the fault or delay on my/our part or of the labour supplied by me/us, I/We shall be liable to pay such compensation to the PSC. The decision in respect of such loss, neglect or delay, the assessment and recovery of such compensation from me/us shall rest solely with the Officer Operating this contract. For the purpose of this contract, damage by rain shall not constitute an Act of God.

- (38). I/We agree that children below 12 years of age shall not be employed. Female labour will be supplied only when specifically ordered for any job to them.
- (39). I/We hereby agree to maintain regular accounts in respect of attendance and payment of wages to workers employed by me/us under the contract. I/We further agree to produce my/our orders for inspection by Labour Conciliation Officer, Federal Ministry of Labour/Punjab Department, if they so desire.

Additional for Transport & Carriage Operations

- (40). I/We agree that the transport indented by the Contract Operating Officer shall be supplied at the time and place notified in the demand.
- (41). I/We agree that the Trucks, trailers, trolleys supplied by us shall be in good running condition driven by suitable and healthy adult driver having valid driving license.
- (42). I/We agree that nothing herein contained shall render the PSC liable for any accident that may happen, to any vehicle deployed under this agreement or to any occupant thereof or for demand to anything or injury to any person or animal caused or otherwise by carrying out this contract. I/We shall accept sole responsibility for all such accidents, damages, injuries and indemnify the PSC against the actions, claims, demands whatsoever that may arise in relation to his contract.
- (43). I/We agree to provide all gears including loading ropes, wooden planks and water proof sheets, tarpaulin for use in wet weather for proper carrying out of the contract and if there is any dispute as to what is necessary under this head the same shall be decided by Contract Operating Officer, whose verdict shall be final.
- (44). I/We agree to carry all kinds of PSC stores/stocks to any destination, as required.
- (45). I/We agree that the Managing Director, PSC or the officers acting on his behalf reserve the right to arrange transportation of stocks by rail, Government Transport, PSC's own transport and by the growers and dealers to the extent available in preferences to my/our obligations under this contract. I/We shall have neither any objection nor claim for any compensation thereof.
- (46). I/We agree that no payment will be made for the vehicles moving empty to the place at which required or returning empty after delivery of stocks.
- (47). I/We agree that no claim for extra payment shall be made for normal delays in loading and unloading.
- (48). I/We agree that the authorized representative appointed by me/us shall be the person approved by the Contract Operating Authority and they shall be capable of carrying on business in accordance with the contract.
- (49). I/We shall be responsible for carrying the stores protected against the rains. For the purpose of this contract, damage by rains shall not constitute an Act of God.
- (50). I/We agree that all stocks to be conveyed shall be handed over to us and a receipt taken thereon. I/We shall be entirely responsible for all losses, damages, depreciation of stores, stocks carried from the time of taking over upto the time of handing over to the proper consignee at the destination and a receipt obtained thereof. In case of damage or short delivery, we shall be responsible to make good the loss to the PSC and the PSC shall be competent to recover double the amount of such loss from my/our cash security or against my/our other claims. However, if in the departmental enquiry it is proved that the loss is not intentional and I/We are innocent, then the single cost recovery will be made from me/us subject to the approval of Managing Director, PSC.
- (51). I/We shall be responsible for the conduct of the labour force employed for the completion of the assigned tasks, operations, activities and assignments under the contract. Any loss sustained by the Corporation as a result of inaction, inefficiency, negligence, misbehaviour, theft, fire, subversive activities or any other unlawful and damaging action of the labour, workers and drivers etc. shall be indemnified by the me/us. The Contract Operating Officer shall have the right to ban entry of such labourers within the premises of the centres.
- (52). I/We agree that in the event of transport being ordered and subsequently cancelled or not utilized I/We shall not be entitled to any compensation if the demand is cancelled before the operation commenced.

- (53). I/We agree that as and when ordered, we shall accommodate one person of PSC, in the truck without any objection and free of charge.
- (54). I/We agree that in case of dispute about the distance, it shall be determined as shown in Poly-material table of distances issued by Highway Department. In case where such table is not available, the distance adjudged by the Contract Operating Officer shall be final.
- (55). I/We undertake to clear all receipts/dispatches within laid down Railway timing and shall obviate demurrage on the fare charges. I/We shall be responsible to make good demurrage/wharf-age charges, which may be payable due to our failure in loading/un-loading or meeting full requirement of transport or in case of delay to supply the transport.

Note: Tenders which are witnessed by the Co-Bidders shall amount to violation of secrecy of tenders and shall be liable to rejection.

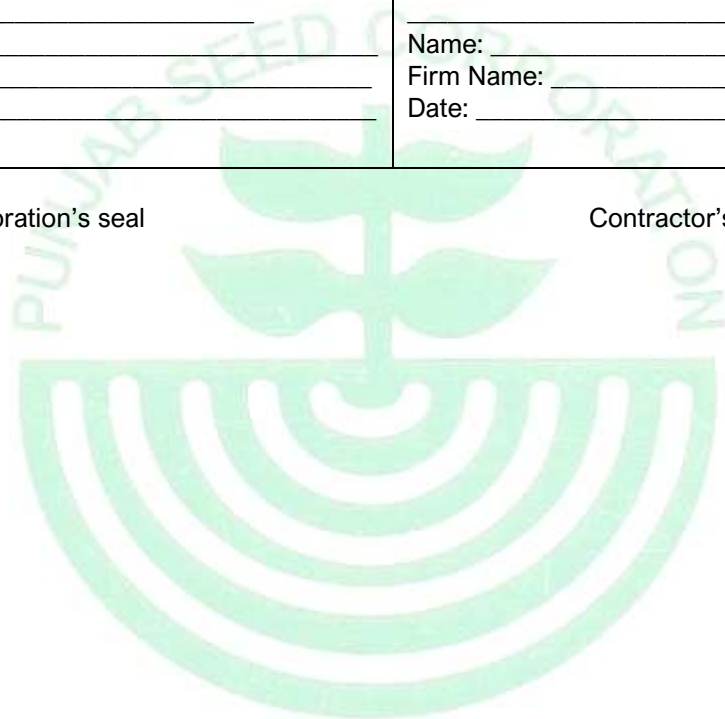
Punjab Seed Corporation

Contractor

Signature: _____ Name: _____ Firm Name: _____ Date: _____	Signature: _____ Name: _____ Firm Name: _____ Date: _____
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Punjab Seed Corporation's seal

Contractor's seal



Annex-7

Surety Bond (Specimen)

1. Know all men by those present that I, _____
son of _____
resident of _____
(hereinafter called the "Surety") firmly bind myself and my successors to the Punjab Seed Corporation (hereinafter called "Corporation") for the payment of Rs. 1,00,000/- (Rupees one lac only) to the Corporation in case M/s. _____ does not perform his/their part of the Contract as per terms and conditions contained in the Tender Documents and / or Letter of Acceptance.
2. The Corporation through Contract Operating Officer shall be sole judge to determine that M/s. _____ has not performed his/their part of the Contract in terms of Tender Documents and / or letter of acceptance.
3. That I/We shall pay the above-said amount to the Corporation unconditionally on demand, failing which Corporation reserves the right to recover from me/us the said amount of Rs. 1,00,000/- (one lac) through legal means.

Contractor's Signature and Seal

Name: _____

Firm Name: _____

CNIC No. _____

Date: _____

Witnesses

1. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____	2. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____
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Annex-8

Authority Letter (Specimen)
(On Official Letterhead of the Contractor)

To
The Contract Operating Officer

Subject: **LABOUR AND TRANSPORT CONTRACT 2019-20 FOR _____ AT**

I/We, _____ have been awarded the Labour & TPT
Contract _____ for _____ at
_____ hereby authorize Mr.
_____ Identity Card No.
_____ to present me/us for providing you labour and
Transport Operation as per terms and conditions of the contract.

2. He is fully authorized to do all acts on my/our behalf, in connection with the execution of the aforesaid Contract.
3. Any supply order/demand notice or any other communication received by him shall be deemed to have been received by me/us.

Contractor's Signature and Seal

Name: _____

Firm Name: _____

CNIC No. _____

Date: _____

Witnesses

1. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____	2. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____
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Annex-9

3rd Party Carriage Transport Agreement (Specimen)

(On Non-Judicial Stamp Paper of Rs. 100/-)

This agreement is hereby made on _____ at _____ between
Mr. _____ s/o _____
r/o _____ (hereinafter called the "Owner" and
_____ CNIC _____ who
have been awarded the labour and transport contract for _____ at
_____ by the Punjab Seed Corporation for the period from _____ to
30.06.2020 with a grace period for three months (hereinafter called the "Contractor").
The owner and the contractor hereby mutually agree as under:-

1. That the owner places the aforesaid truck, carriage vehicle No. _____ at the disposal of the Contractor for the period from _____ to **30.06.2020** and delivers possession of the said truck, carriage vehicle to the Contractor forthwith for exclusive use of transportation of seed/stocks of the Punjab Seed Corporation.
2. That the owner shall not cancel the agreement during the currency of the said contract between PSC and Contractor.
3. The Contractor shall be responsible to incur the expenditure on the maintenance of the truck, carriage vehicle including major repair, replacement of parts etc. during the period or agreement.
4. That he Contractor shall pay Rs. _____ per month to the owner as rent of the truck, carriage vehicle and the rent shall be paid by the contractor to the owner every month by 7th of the following month positively.
5. That after expiry of the period of agreement the contractor shall peacefully hand over possession of the truck, carriage vehicle to the owner.
6. The Contractor shall be responsible to make payment for comprehensive insurance of the truck, carriage vehicle, if it becomes due during the contract period.

Punjab Seed Corporation

Contractor

Signature: _____ Name: _____ Firm Name: _____ Date: _____	Signature: _____ Name: _____ Firm Name: _____ Date: _____
--	--

Witnesses

1. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____	2. Signature: _____ Name: _____ Firm Name: _____ CNIC No. _____ Date: _____
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