BIDDING DOCUMENT

For

BID NOTICE/INVITATION FOR BIDS
NO.PSC/ADP/KWL/2023-24

"HIRING THE SERVICES OF WATCH &WARDS"

Punjab Seed Corporation
Processing Plant Khanewal.
Ph. No. 065-2680151-66
Corporation Website: www.psc.agripunjab.gov.pk

TABLE OF CONTENTS

	TABLES OF CONTENTS	Page No.
1.	**INVITATION TO BID**	03
2.	**INSTRUCTIONS TO BIDDERS / BIDDING DETAILS FORM OF BID**	05
3.	**BID SCOPE / DELIVERY TIME / COMPLETION SCHEDULE**	06
4.	**EVALUATION / QUALIFICATION CRITERIA**	06
5.	**FINANCIAL PROPOSAL BID FORM**	07
6.	**GENERAL/ SPECIAL CONDITIONS OF BID / FORM / CONTRACT (INCLUDE AS UNDER)**	08
7.	**BID SECURITY / PERFORMANCE GUARANTEE (Format of all securities required)**	09
8.	**BID EVALUATION CRITERIA / BIDDING PROCEDURE**	09
9.	**SCHEDULE OF REQUIREMENT / PERFORMANCE CRITERIA / STANDARDS OR ASSESSMENT OF QUALITY OF WORK & SERVICES.** (ANNEXURE-A)	13
10.	**CONTRACT AGREEMENT (TERMS & CONDITIONS)** (ANNEXURE-B)	15
11.	**UNDERTAKING FOR CORRECTNESS OF INFORMATION AND NONBLACK LISTING**(ANNEXURE-C)	22
12.	**FORMAT OF BANK GUARANTEE** (ANNEXURE-D)	23

1. INVITATION TO BID

Punjab Seed Corporation (PSC) is an autonomous body of the Government of Punjab, established under Punjab Seed Corporation Act 1976. Open Competitive bids in the form of sealed proposals in accordance with PPRA-Rules 2014 **"Single Stage One Envelope Bidding Procedure"** are invited by Punjab Seed Corporation, Lahore from registered companies/firms for the **"HIRING THE SERVICES OF WATCH & WARDS".**The detailed description is available in Bidding Documents which can be purchased from Punjab Seed Corporation Processing Plant Khanewal immediately after the publication of this notice on payment of **Rs. 1,000/-** (non-refundable fee).

DETAILS	ESTIMATED PRICE (Rs.)	Bid Security (Rs.)
HIRING THE SERVICES OF WATCH & WARDS	3,840,000/-	76,800/-

Note: Complete details are available in the bidding documents.

i. The proposal must reach to Punjab Seed Corporation, Processing Plant Khanewal on or before **August 24, 2023 at 11:00 AM.**

ii. Proposals/ bids shall be submitted in a sealed package or packages in such manner that the contents of the bid are fully enclosed and cannot be known until duly opened.

iii. Bids will be opened on the same day **August 24, 2023 at 11:30 AM** in presence of bidders or their authorized representatives who wish to witness the tender opening.

iv. The Bid Security as mentioned above must be attached with the sealed bid preferably in the form of Bank Guarantee or Pay Order or CDR in favor of **"Punjab Seed Corporation".**

v. The Financial bid shall be inclusive of all applicable taxes (Income Tax, GST etc).

vi. Bid prices shall be quoted in Pak Rupees (PKR).

vii. Affidavit on Rs.100/- stamp that the company/firm has never been blacklisted by any Government/Semi Government/autonomous body or private company shall be attached with the proposal.

viii. The companies/ firms/ sole proprietors must have valid Registration Certificate for Income Tax (NTN) &STRN.

ix. Incomplete Proposals shall not be considered.

x. The bid validity period shall be 60 days from the last date for submission of the Bid.

xi. In case if public holiday is announced on the day of opening of bid, then the bid opening would take place in next working day on same venue and date.

xii. Punjab Seed Corporation, reserves the right to reject all proposals / bids submitted in response to this tender notice prior to acceptance.

Incharge Processing
Punjab Seed Corporation
Pirowal, Khanewal.
065-2680151

2. INSTRUCTIONS TO BIDDERS / BIDDING DETAILS FORM OF BID

All bids must be accompanied with Bid Security (As per provisions of clause "Bid Security" of this document) in favor of "**Punjab Seed Corporation**". The bids along with Bid security, Bid Forms, Affidavits, etc., must be delivered into the **Bid Box** placed in office of the **Incharge Processing, Punjab Seed Coronation, Khanewal** at or before **11:00 Am on 24th August 2023.** The bids / proposals will be publicly opened in the office of the Corporation**, Incharge Processing, Punjab Seed Coronation, Khanewal 24th August 2023 at 11:30 Am**.

The bidder(s) are required to quote bids in accordance with **Annexure-A.**

Queries of the bidders / contractors (if any) for seeking clarifications regarding the specifications/ terms of "HIRING THE SERVICES OF WATCH & WARDS, DRIVERS, JANITORIAL STAFF AND ELECTRATIONS" must be received in writing to the Corporation within ten working days from the date of bid advertisement. Any query received after ten working days shall not be entertained.

The bidder must submit bids on the basis of complete items or the assignment. The bidder shall submit bids which must comply with the bidding document. Alternative/ conditional bids will not be considered.

Bidders / contractors are also required (where applicable) to state, in their proposals, the name, title and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. The Corporation will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Contact details for all correspondence in relation to this bid are as follows:

Incharge Processing
Processing Plant Khanewal
Contact No. 065-2680151
processingkwl@psc.punjab.gov.pk

BID SCOPE / DELIVERY TIME / COMPLETION SCHEDULE

Annex-A of the bidding document includes scope of work / services etc. The procurement will be made by the Corporation from the contractor on need basis. The contract will expire on **30-06-2024** and further extendable for period of one year on satisfactory performance on same terms and conditions.

3. EVALUATION / QUALIFICATION CRITERIA

Eligibility of Bidder

i. Certificate of Registration / Incorporation. (Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder)

ii. NTN and PNTN (PRA) registration certificate/NTN including tax registration of relevant province.

iii. Affidavit on the stamp paper of **Rs. 100/-** dually attested by oath Commissioner declaring that the company is not black listed by any Govt/ semi Govt/ Govt Agency/Authority/ any firm or Company etc.

iv. At least one year of relevant experience. Contracts / work orders awarded by clients to whom / which the bidder has had provided the services must be attached. Wrong addition or deletion shall deem to be concealment of facts / miss representation resulting rejection or non-eligibility of the bidder.

v. It is the basic requirement that the bidder/ company is / has complied minimum salary requirement of per month per person or (per day per person), according to the **Schedule of Wage Rates 2023 issued by the labor human resource department, Government of the Punjab.**

vi. Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.

vii. Comply with the specifications mentioned in **Annexure-A**.

The bids will be evaluated on Least Cost method. The bidder with "lowest evaluated bid" will become successful bidder.

FINANCIAL PROPOSAL BID FORM

Financial Proposal Bid Form Inclusive All Taxes

(Mandatory to fill all sections)

Sr. No.	**Category**		**Amount per day per person (in Rs.)**	**Amount permonth (26 days) (in Rs.)**
1)	Watch & Ward	**SPECIFICATION/ DETAILS (As given in Annex-A)**		
2)				
3)				
4)				
5)				
6)				
Total amount inclusive of all applicable taxes in Pakistan: (Rupees .....only)			**Rs.....**/-	**Rs. .....** /-

Name & Address of Bidder:_____

Address of Bidder**:** _____

Status (Company / Firm / Sole proprietor):_____

Fax:_____

Email:_____

Status (Filer /Non-Filer):_____

Sales Tax No _____

National Tax No _____

Signature of Authorized Bidder:_____

4. GENERAL/ SPECIAL CONDITIONS OF BID / FORM / CONTRACT (INCLUDE ASUNDER)

i. The bidder is expected and shall deemed to have examine the bid document thoroughly, specifications, terms, requirements etc. including all terms and conditions. Bidder shall sign & stamp each page of this document.

ii. The bidder shall bear all costs / expenses associated with the preparation and submission of the bid(s) and the Corporation shall in no case be responsible / liable for those costs /expenses.

iii. The prospective bidders may solicit clarification of the goods/work/services specification as mentioned in bid document in writing.

4.1 SPECIAL CONDITIONS

i. The **Punjab Seed Corporation** will not bear any discourteous and intolerance behavior of contractor's manpower/labor with any Corporation staff member or with any customer in **Punjab Seed Corporation** Premises.

ii. In case of happening of misconduct incidents, the **Punjab Seed Corporation** reserves the right to cancel this agreement without any prior notice.

iii. **Punjab Seed Corporation** with consent of the contractor or under the terms of contract may reduce/increase the number of personnel, on agreed rate of payment. And on the same terms and conditions, on the request of relevant designated officer of the company in case of emergencies.

iv. The verbal intimation would be duly followed by written request mentioning therein the circumstances/ reason on next day.

v. The contractor is responsible for any kind of damage, theft etc. of property both moveable and Immoveable of **Punjab Seed Corporation**, if such happen, so the contractor will compensate the company within 10 days without any deduction.

vi. **Punjab Seed Corporation** will not be responsible for any damage to contractor's personal cause by the Act of God, civil commotion, terrorism, act of Corporation staff.

vii. The contractor is responsible for payment of social security and EOBI payments to relevant Govt. Departments.

4.2 Bid Price

i. The prices shall be inclusive of all taxes applicable in Pakistan i.e., GST/PST, Income Tax, PRA, transportation, fixation / installation and are considered final.

ii. Please note all the goods/work/services shall be provided at the premises of the Corporation and bid price include all costs as mentioned above in this section. **If not specifically mentioned in proposal, it will be presumed that the prices include all taxes.**

iii. The contractor shall bear all expenditures accruing on or relating to registration of contract document (i.e., stamp papers, duties, registration charges at sub registrar office including the fee of local commission and others, etc. excluding the contract price).

4.3 Validity of Bid

The bid validity period shall be 60 days from the last date for submission of the Bid.

4.4 Bid Security / Performance Guarantee (Format of All Securities Required)

The Bid Security equal to 2% (two percent)i.e.**Rs.76,800/-**of the **Total Estimated Price** must be attached with the SEALED BID / PROPOSAL in the form of Bank Guarantee, or CDR or Banker's Cheque in favor of **"Punjab Seed Corporation**". **Bid security has a minimum validity period of Sixty (60) days from the last date for submission of the Bid.** Successful Bidder's bid security shall be discharged upon furnishing the **10% performance security/guarantee** preferably in the form of Bank Guarantee, or CDR or Banker's Cheque in favor of "**Punjab Seed Corporation**" of the total contract price valid for the contract period & it must be furnished with or before submission of invoice by the contractor as per schedule of payment.

The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity Or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security/guarantee.

Note: The Corporation can hold the **Bid Security of top 2 bidders**. And if the first lowest evaluated bidder withdraws his bid due to any reason, the Corporation may forfeit bid security of such first bidder and offer the contract at its sole discretion to the second lowest evaluated bidder if it seems feasible.

4.5 Withdrawal of Bids

The bid can be withdrawn after submission into bid box before its last time of submission or opening time. No bid can be withdrawn after submission of time or opening of bids. The withdrawal bids on the part of bidders after opening time will resulted into forfeit of security. The withdrawal from offer to sign the contract will also resulted to forfeit of security.

4.6 Bid Evaluation Criteria / Bidding Procedure

The Corporation will follow PPRA Rules 2014 **"Single stage single envelope procedure**" for the entire process of the procurement.

4.7 Clarification of Bids.

During evaluation of the bids, the Corporation may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

4.8 Delivery Period and Transportation.

i. The intimation regarding the start of services will be within an appropriate and reasonable time as per request or need what the case may be. Any delay or extension in the provision of the service can be discussed at the time of signing the contract by providing sufficient grounds for the extension. Provision of extension will be on the discretion of Corporation.

ii. The Contractor shall provide services / work at the premises of the Corporation on the given address/place mentioned and total contract value also includes all transportation, set up cost and other costs.

4.9 Liquidated damages for failure/ delay in supply/provision of services.

i. Delay in provision of services from the delivery/completion period will attract penalty of Liquidation of the contract or delay in supply/ provision of services charges/penalty @ 0.067 % for each day as per the discretion of Corporation. This period if allowed will be fall in category of grace period.

ii. If the contractor dose not full fill any of the provision of the contract or causes unnecessary or un-explain delay, the Corporation reserves the right to cancel the contract with forfeiting the Bid Security/Performance Guarantee and claim further damages as compensation for the whole delay which has been caused by the incomplete delivery or due to total refusal of order.

4.10 Invoicing and Payment

i. The technical and inspection team of the Corporation may inspect and check the condition of the goods to be provided at the warehouse of the selected Contractor.

ii. The contractor will submit consolidated invoice for all goods / services after the completion of the assignment every month.

iii. The payment will deliver **within 20 days** of each month after receipt of invoice from the contractor.

iv. All payment will be made subject to deduction of all applicable taxes in Pakistan.

4.11 Opening of the Bid

1. Bids shall be opened at the Incharge Processing Punjab Seed Corporation Processing Plant Khanewal on given time and date, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation.

2. The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Corporation may, at its exclusive discretion, consider appropriate, shall be announced, and recorded.

3. No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during bid opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

5. REJECTION OF BIDS

The Corporation may reject all bids at any time prior to the acceptance of a bid. The Corporation shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

i. The Corporation incurs no liability, towards Bidders who have submitted bids.

ii. Notice of the rejection of bids shall be given promptly to the concerned Bidders that submitted bids.

5.1 Award Criteria

i. The work order / contract will be awarded to the lowest responsive bid.

5.2 Acceptance Letter (Letter of Intent)

i. The Corporation will, send the Acceptance Letter (Letter of Intent) to the successful Bidder against complete items, prior to the expiry of the validity period of the Bid, until execution of the formal Contract. The supply time of the Bidder / Contractor will start from the date of issuance of the Letter of Acceptance.

ii. Late receiving bids after due time will not be accepted and returned to the bidders unopened.

6. CANCELLATION OF PROPSOEDCONTRACT

i. The agreement will be terminated earlier at any time by the Corporation on breach of any provision(s) of the agreement by the Contractor.

ii. The agreement will be terminated by the Corporation giving one-month prior notice in writing, and by giving two months prior notice by contractor.

iii. In case of any serious violence made by the contractor, the Corporation can terminate the agreement without giving one-month notice.

7. ARBITRATION

In case of any difference or dispute arising between the parties relating the contract, shall be referred to resolution to the Managing Director of the Corporation or his duly authorized nominee whose decision shall be final and binding on both the parties and cannot be challenged in any court of law.

8. SAVE ASOTHERWISE

This bidding document has drafted in accordance with the spirit of standard / sample draft of non-consultant service available at PPRA website. In case of any deficiency the bidder may draw guidelines from the relevant document of the PPRA website especially Form of Contract, Appendix etc. the bidder after filling those forms / appendixes may annex herewith its / his technical bid.

DECLARATION FOR BIDDERS

I/we have read attentively & consciously the above terms & conditions and bind myself/ourselves to abide by the terms & conditions.

_____

Signature of the bidder

ANNEXURE A

SCHEDULE OF REQUIREMENT / PERFORMANCE CRITERIA / STANDARDS OR ASSESSMENT OF QUALITY OF WORK & SERVICES.

S.No	Name of PSC Centre	Description of Services	Numbers of Persons Required
1	PSC Plant Khanewal	Watch & Ward	10

S. No	Designation	Qualification
1	Watch & Ward	Literate(Security Guard with Weapon and uniform)

i. Each shift or duty of the individual comprises of 8 working hours a day.

ii. The required staff / person will be required on need basis as per need under frame work contract and Annexure A will include the scope of work/ the scope of bid.

iii. The contractor will be responsible for compliance of EOBI and Social Security.

iv. Insurance of required staff will be responsibility of contractor.

v. The bidder shall provide required staff having minimum age of 18 Years up to a maximum of no more than 50 Years (The successful bidder shall provide valid CNIC of required staff).

vi. The required staff may be of Male or Female Gender according to the nature of work.

vii. The successful bidder himself shall be responsible for the physical and mental health of the staff provided to the Corporation (an independent undertaking on the letter head of the bidder for the compliance of this clause shall be provided before signing the contract).

viii. All TA/DA or other facilities will be borne by the bidder/contractor.

ix. The required staff provided by the contractor shall work under the supervision and directions of the Corporation and shall abide all relevant instructions as well as rules and regulations.

x. If any of the staff provided by the contractor will found to be addicted/sick/affected by any epidemic disease shall be removed immediately from the running shift by the contractor and shall not be paid against such provision to the Corporation.

xi. The required staff provided by the bidder/contractor will be personally responsible for

any act/omission during the course of service provided to the Corporation.

xii. The bidder should quote the price on per day basis along with other consolidated charges (transportation, insurance, taxes)etc.

xiii. Punjab Seed Corporation may rotate the required staff according to the need as per the nature of required services anywhere within Province Punjab on the cites or offices under Punjab Seed Corporation.

I/we have read attentively & consciously the above Specification/TORs/Scope terms & conditions and bind myself/ourselves to abide by the terms & conditions.

Signature of the bidder

ANNEXURE B

CONTRACT AGREEMENT (TERMS & 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 Hiring the Services of Watch & Wards 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) Undertaking submitted by the bidder alongwith the bid papers
   (e) Acceptance of tender issued to the successful bidder by the Punjab Seed Corporation
   (f) Supply orders issued from time to time by the Contract Operating Officers for provisions of services, as and when issued
   (g) General and special conditions regarding tendering as given in the Punjab Procurement Rules 2014
   (h) 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 provide the services in accordance with the provisions of the award of contract
4. The Punjab Seed Corporation hereby covenants to pay the Contractor in consideration of provision of services 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). The Contractor agree, on acceptance of this tender for Hiring the Services of Watch & Wards 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). The Contractor shall render the labour and carriage operations at Contractor's own 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). The Contractor shall deposit requisite Performance Security at PSC Hqr in the shape of a Bank Guarantee, CDR, DD, PO drawn in favour of the Corporation, within 7 days of communication of letter of acceptance. If The Contractor fails to furnish such security deposit within the time aforesaid, Contractor's 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 the Contractor and Contractor's 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 the Contract or to the PSC under the terms of the contract, may be deducted from Contractor's security deposits or bills payable in relation to this contract or from any of the sums payable to the Contractor by the PSC or any other contract entered with the PSC.

(6). In the event of Contractor's 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. The Contractor shall within two days from the date of Contractor's 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, the Contractor fail to deposit the above payment, the PSC or any other paying authority of the PSC shall be competent to recover this amount from Contractor's existing/future claims against the PSC.

(7). In the event of Contractor's 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 services at Contractor's risk and cost.

(8). The officer sanctioning the contract shall be competent to rescind this contract without prior notice if:

(i) The Contractor assigns or sublet Contractor's contract or if The Contractor attempt to do so, without approval of the competent authority

(ii) The Contractor or any of Contractor's 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 the Contractor 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) The Contractor 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) The Contractor or any of Contractor's partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or makes any composition with Contractor's credit or attempt to do so, or in the case of being a registered company any order be duly passed for the winding up of the company.

(9). In case of such rescission, Contractor's 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 Contractor's risk and cost.

(10). In the case of such rescission, the PSC shall be entitled to recover from the Contractor any extra expense. The PSC may get the assignments for which this contract was entered into from somewhere else for the remainder period. The Contractor agrees 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 the Contractor as compensation such sum as he considers reasonable:

(i) Contractor shall be entirely responsible for all loses, damage, depreciation of stores, stocks carried from the time of taking over up to the time of handing over to the proper consignee at the destination and a receipt obtained thereof. In case of damage/loss or short delivery, contractor shall be held responsible to make good the single cost of the stocks/goods along with all other incidental cost thereof on immediate basis to PSC and a departmental enquiry shall be conducted in this regard. And FIR must be lodged within 15 days with the concerned police station if the contractor was not at fault and the loss was not manipulated/intentional. However, if in the departmental enquiry it is proved that the loss is intentional, or contractor is not innocent then the double cost recovery will be made from contractor. PSC has the right to recover such recovery from contractor's cash security or against contractor's other claims.

(ii) If the Contractor 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 the contractor/representative or by manpower engaged by the contractor.

(12). Decision as to recovery of moneys from the Contractor in respect of arrangement at Contractor's 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 the Contractor 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). The Contractor shall be entitled to be furnished with a certificate from the proper officer of PSC, to the effect that such services have been rendered to the Corporation.

(15). The Contractor shall submit on monthly basis to the Contract Operating Officer Contractor's bill for all the services provided for such station duly accepted during the preceding month. These bills will be presented by the Contractor in the printed forms and be supported by the receipted vouchers given to the contractor by the receiving officer. The charges in those bills shall always be entered at the approved rates for each service 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 services were actually not provided 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 Contractor's cash security deposit or from other sums payable, if any.

(16). The Contractor 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 contractor's failure to obtain receipts in time, The Contractor 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 the Contractor 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 the Contractor in writing within 15 days, to the Managing Director whose decision shall be accepted by the Contractor as final. If the retrenchment to be withdrawn and submission of a fresh bill for the amount retrenched be sanctioned the Contractor shall submit this bill to the Contract Operating authority with all necessary supporting vouchers within fifteen days of such decision being given.

(18). The Contractor acknowledge that the Contractor have fully acquainted with all the conditions and circumstances under which services required under the contract will have to be rendered and have understood all the terms, conditions and other details of the contract and the Contractor shall not ignore about any of these as an excuse in case of avoiding any of Contractor's obligations under the contract.

(19). The PSC reserves the right to recover Income Tax and any other applicable tax at source in accordance with Tax Laws in force.

(20). The Contractor hereby agrees 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 the contractor 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). The Contractor 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, misbehavior, theft, fire, subversive activities or any other unlawful and damaging action of the manpower provided by contractor shall be indemnified by the Contractor. The Contract Operating Officer shall have the right to ban entry of such manpower within the premises of the centres.

(25). The Contractor undertakes to abide by all the terms and conditions of the contract.

(26). The Contractor agrees that services indented by the Contract Operating Officer shall be supplied at the time and place notified in the demand.

(27). The Contractor shall undertake not to provide any service mentioned in the schedule unless and until orders are placed upon the Contractor by the authorized Officer operating this contract or his representative. In case the Contractor be in doubt as to whether such orders are covered by the terms of this contract, the Contractor shall bring such cases immediately to the notice of officer issuing such orders in writing so-that position may be correctly interpreted prior to provision of services so ordered. If the Contractor fails to do so, the Contractor shall not be entitled to claim payment under any clause other than under which the Contractor was ordered in writing to provide service.

(28). The Contractor agrees that in the event of services required permanently the Contractor agrees that it shall not be changed without the permission of the officer operating this contract or his representative.

(29). The Contractor agrees that when services are ordered under para-2 above, the Contractor shall undertake to provide adequate supervision to obviate delay and inconvenience in provision of such services shall be carried out in such manner as is required by the Officer Operating the contract or his representative.

(30). The Contractor agrees that in the event of undue delay or inconvenience caused by the Contractor or such manpower as shall be supplied by the Contractor under this contract the time within such service shall be completed by the Contractor 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 contractor's part.

(31). The Contractor agrees manpower supplied under this contract shall be strong, healthy and suitable in all respect. PSC shall accept no liability whatsoever for the incorrect licensing of manpower employed by the Contractor under this contract and the Contractor shall comply with all Government, Cantonment and Municipal Regulations relating thereto.

(32). The Contractor agrees that in the event of services being ordered and subsequently cancelled or not utilized the Contractor shall not be entitled to any compensation if the demand is cancelled before the services commenced.

(33). The Contractor agrees 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 or departure from work site.

(34). The Contractor agrees 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 Contractor's part or of the manpower supplied by the Contractor, the Contractor 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 the Contractor 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.

(35). The Contractor agrees that child labour shall not be employed. Female labour will be supplied only when specifically ordered for any job to them.

(36). The Contractor hereby agrees to maintain regular accounts in respect of attendance and payment of wages to manpower employed by the Contractor under the contract. The Contractor further agrees to produce the contractor's orders for inspection by Labour Conciliation Officer, Federal Ministry of Labour/Punjab Department, if they so desire.

(37). The Contractor agrees that nothing herein contained shall render the PSC liable for any accident that may happen, to anything or injury to any person or animal caused or otherwise by carrying out this contract. The Contractor 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.

(38). The Contractor agrees that the authorized representative appointed by the Contractor shall be the person approved by the Contract Operating Authority and they shall be capable of carrying on business in accordance with the contract.

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: _____

Punjab Seed Corporation's seal

Contractor's seal

ANNEXURE C

UNDERTAKING FOR CORRECTNESS OF INFORMATION AND NON BLACK LISTING

(To be provided on the 100 Rupees Stamp Paper)

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

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

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

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

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

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: _____

ANNEXURE D

FORMAT OF BANK GUARANTEE

To:_____

Whereas_____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____dated_____to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of_____,_____, such sum being payable in the types and proportions of currencies in which the Contract Price in payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall valid until a date 28 days from the date of Contract Completion.

Signature and seal of the Guarantor_____

Name ofBank_____

Address _____

Date_____