

**DIRECTORATE GENERAL AGRICULTURE
(FIELD) PUNJAB, LAHORE**



**BIDDING DOCUMENTS
FOR
NATIONAL COMPETITIVE BIDDING
PAKISTAN
(FRAME WORK CONTRACT)**

**PROCUREMENT OF HIGH SPEED DIESEL AND
LUBRICANTS FOR THE YEAR 2022-23 UNDER
FRAME WORK CONTRACT**

TENDER NO.01/POL/2022-23/AE

**Agricultural Engineer, Lahore Division, Lahore
Secretary Purchase Committee for High Speed Diesel &
Lubricants of Field Wing, Agriculture Department, 13-KM
Multan Road, Thokar Niaz Baig, Lahore.
Ph: (+92) (042)99233568/99233570), (ae_fieldlahore@yahoo.com)**



**Agricultural Engineer, Lahore Division, Lahore
13-KM Multan Road, Thokar Niaz Baig, Lahore.**

INVITATION TO BID

Field Wing of Agriculture Department, Government of the Punjab, invites bids from the Oil Marketing Companies (OMCS) registered with Income Tax & Sale Tax Departments for the Procurement of following HSD / POL items FOR BULLDOZERS / POWER DRILLING RIGS & OTHER MACHINERY ACROSS THE PUNJAB **UNDER FRAMEWORK CONTRACT FOR THE YEAR 2022-23.** (Tender No.01/POL/2022-23/AE)

Item No.	Description	Estimated Quantity	Bid Security	Tender Opening Date
1.	High Speed Diesel	4,806,000 liters	05 Million (Within Permissible Limit of upto 5% of the Estimated Price)	30.05.2022
2.	Lubricants (Different Grades)	326,457 liters		
3.	Grease	14,548 Kg		

Rates should be offered for each item but bid will be evaluated on the basis of entire Package (consisting of item Nos.1 to 3). The offered rates for incomplete Package shall be ignored.

The bidders are required to submit the bids under Single Stage Two Envelopes Procedure, containing the technical and financial proposal, separately, as per Rule 38(2) (a) of Punjab Procurement Rules, 2014 (amended upto date).

The tender document containing specifications and detailed terms and conditions is immediately available and may be obtained from the cashier of the Agricultural Engineer, Lahore Division, 13-KM Multan Road, Thokar Niaz Baig, Lahore on any working day during with office hours against non refundable cash payment of Rs.2000/-. The tender advertisement can also be browsed from department website <http://field.agripunjab.gov.pk> as well as PPRA website <http://ppra.punjab.gov.pk>.

A single envelop containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at office of the Agricultural Engineer, Lahore Division, 13-KM Multan Road, Thokar Niaz Baig, Lahore, before 11:00 AM, on May 30, 2022. The bids shall be opened at 11:30 AM on May 30, 2022 in the presence of the bidders who desire to participate in the bid opening.

The deduction at source of all relevant taxes at the prescribed rate is applicable.

All bids must be accompanied by Bid Security, CDR / Bank Draft / Pay Order in favour of Director General Agriculture (Field), Punjab, Lahore (Procuring Agency) in complete conformity of the clause "Bid Security" of the prescribed tender document. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

Valid Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

For obtaining any further information or clarifications, please contact the person named below:

Mr. Muhammad Latif, Assistant, O/O Agricultural Engineer, Lahore Division, 13-KM Multan Road, Thokar Niaz Baig, Lahore, Phone No.042-99233568 / 04299233570.

All the Punjab Procurement Rules 2014 (amended upto date) are applicable.

Bidder shall have POL supply network throughout Punjab.

Note: Procurement committee for High Speed Diesel & Lubricants of Field Wing, Agriculture Department may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014 (amended upto date).

Agricultural Engineer, Lahore Division, Lahore /
Secretary Procurement Committee for High Speed Diesel & Lubricants of Field Wing,
Agriculture Department, 13-KM Multan Road, Thokar Niaz Baig, Lahore.
Ph: (+92) (042) (042-99233568 / 042-99233570), (ae_fieldlahore@yahoo.com)

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Part-I

Section I. Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

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

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

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

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

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

- 4. Cost of Bidding**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,”

will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) Schedule of Requirements
 - (d) Technical Specifications
 - (e) Bid Submission Form
 - (f) Price Schedules
 - (g) Contract Form
 - (h) Performance Security Form
 - (i) General Conditions of Contract (GCC)
 - (j) Special Conditions of Contract (SCC)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

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

9. Documents Comprising the Bid

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

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

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

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

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

12. Bid Currencies 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's Eligibility and Qualification 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

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

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the in Pakistan;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and

Documents

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

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

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

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

15. Bid Security

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

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

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

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

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

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

**16. Period of
Validity of
Bids**

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

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

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor

specified in the request for extension.

**17. Format and
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**18. Sealing and
Marking of
Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
 - (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

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

19. Deadline for Submission of Bids

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

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

20. Late Bids

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

21. Modification and Withdrawal of Bids

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

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

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

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

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

22.2 The bidders' names, bid modifications or withdrawals, bid

prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

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

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

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

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material

deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

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

25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

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

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

Alternate

25.5 Quality & Cost-based Selection:

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

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

Price of the goods	60 to 90
Quality, technology and metallurgy	0 to 20
Performance and productivity	0 to 20

Standardization	0 to 20
Projected life-cycle cost	0 to 20
Operating and maintenance costs	0 to 20
Cost of spare parts and after-sales-service	0 to 20
Total	100

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

- 26. Contacting the Purchaser**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

F. Award of Contract

- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Quantities at Time of Award**
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Purchaser's Right to Accept or Reject All Bids**
- 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

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

32. Signing of Contract

32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

33 Performance Security

33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

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

34. Corrupt or Fraudulent Practices

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

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) "collusive practice" is an arrangement among

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

- (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

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

Part-I

Section II. Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Procuring Agency: Director General Agriculture (Field) Punjab, Lahore, Government of Punjab
ITB 1.1	Name of Contract: Procurement of High Speed Diesel and Lubricants for the year 2022-23 under frame work contract.
ITB 4.1	Name of Purchaser: Mr. Muhammad Akram, Director General Agriculture (Field) Punjab, Lahore.
ITB 6.1	<p>For clarification purposes, the Employer's address is: Mr. Muhammad Latif, Assistant, O/O Agricultural Engineer, Lahore Division, Lahore 13-Km Multan Road, Thokar Niaz Baig, Lahore, Phone No.042-99233568 / 042-99233570.</p> <p>Requests for clarification shall be received by the Employer not Later than 23-05-2022.</p>
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid at the consignee end / locations in accordance with the attached Annexure-I(a)&(b)
ITB 11.5	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids

ITB 13.2	NTN and GST Registration Certificate														
ITB 13.3 (b)	Audited Balance Sheet or Bank Statement for the last 2 financial years (up to June 2021).														
ITB 13.3 (d)	<p>Qualification requirements. In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following:-</p> <ol style="list-style-type: none"> The Bidder must be an Oil Marketing Company. An average annual sale from the sale of all types of POL for the last 4 years shall not be less than 2000 Million per year. Has the capability to supply the High Speed Diesel & Lubricants on each destination (Supply Point) as mentioned in the bidding documents. The bidder should have its own blending facilities for lubricants. The bidder shall provide sealed samples of the each item (01 Liter for each item) for its performance, physical, analytical and chemical tests; eligibility of the bidder is dependent on the satisfactory test reports of the samples. If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive. 														
ITB 14.3 (b)	A certificate from the bidder that HSD and Lubricants to be supplied are easily available in Pakistan in the local market or from company owned outlets in Pakistan (if applicable)														
ITB 15.1	<p>Amount of Bid Security:</p> <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description</th> <th>Estimated Quantity</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>High Speed Diesel</td> <td>4,806,000 liters</td> <td rowspan="3">05 Million (Within Permissible Limit of upto 5% of the Estimated Price)</td> </tr> <tr> <td>2.</td> <td>Lubricants (Different Grades)</td> <td>326,457 liters</td> </tr> <tr> <td>3.</td> <td>Grease</td> <td>14,548 Kg</td> </tr> </tbody> </table> <p>Note:- Rates should be offered for each item but bid will be evaluated on the basis of entire Package (consisting of item Nos.1 to 3). The offered rates for incomplete Package shall be ignored.</p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Agricultural Engineer, Lahore Division, Lahore Secretary Purchase Committee for High Speed Diesel & Lubricant of Field Wing, Agriculture Department having its validity 90 days from the date of opening of bid.</p>	Item No.	Description	Estimated Quantity	Bid Security	1.	High Speed Diesel	4,806,000 liters	05 Million (Within Permissible Limit of upto 5% of the Estimated Price)	2.	Lubricants (Different Grades)	326,457 liters	3.	Grease	14,548 Kg
Item No.	Description	Estimated Quantity	Bid Security												
1.	High Speed Diesel	4,806,000 liters	05 Million (Within Permissible Limit of upto 5% of the Estimated Price)												
2.	Lubricants (Different Grades)	326,457 liters													
3.	Grease	14,548 Kg													
ITB 16.1	Bid Validity Period: 90 days after the date of opening of bid.														
ITB 17.1	The bids shall be submitted in the format of Single Stage Two Envelops . The envelopes shall be marked as “ Technical Proposal ” and “ Financial Proposal ” alongwith name of the bidding firm.														

	<p>Number of Copies: Technical Proposal: Original Financial Proposal: Original (on prescribed forms, i.e. Bid Submission Form & Price Schedules) Note: These Forms are provided with these Bidding Documents. All the TWO envelopes shall be placed in a common outer envelope which shall contain following title Procurement of High Speed Diesel and Lubricants for the year 2022-23 Under Frame Work Contract [Detail of Package Attached As Annexure-I(a,b)] The envelope shall be addressed to Agricultural Engineer, Lahore Division, Lahore Secretary Purchase Committee for High Speed Diesel & Lubricant of Field Wing, Agriculture Department 13-KM, Multan Road, Thokar Niaz Baig, Lahore, with name & address of the bidder.</p>
ITB 18.2 (a)	<p>Address for Bid Submission: Agricultural Engineer, Lahore Division, Lahore Secretary Purchase Committee for High Speed Diesel & Lubricant of Field Wing, Agriculture Department 13-KM, Multan Road, Thokar Niaz Baig, Lahore.</p>
ITB 18.2 (b)	<p>IFB Title and Number: IFB Title: Procurement of High Speed Diesel and Lubricants for the year 2022-23 Under Frame Work Contract Tender No:01/POL/2022-23/AE</p>
ITB 19.1	<p>Deadline for Bid Submission: 30th May, 2022 till 11:00 AM bids should reach / be dropped in the tender box placed at office of the Agricultural Engineer, Lahore Division, Lahore Secretary Purchase Committee for High Speed Diesel & Lubricant of Field Wing, Agriculture Department 13-KM, Multan Road, Thokar Niaz Baig, Lahore.</p>
ITB 22.1	<p>Time, Date, and Place for Bid Opening: Time: 11:30 AM. Date: 30th May, 2022. Place: Agricultural Engineer, Lahore Division, Lahore Secretary Purchase Committee for High Speed Diesel & Lubricant of Field Wing, Agriculture Department 13-KM, Multan Road, Thokar Niaz Baig, Lahore.</p>

Bid Evaluation	
ITB 25.3	<p>Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.</p>

Contract Award	
ITB 29.1	Percentage for quantity increase or decrease: Quantity can be increased or decreased as per availability of funds.

Part-I

Section III. Schedule of Requirements

DELIVERY SCHEDULE

Sr. No.	Location	Item & Quantity	Delivery Period from the date of Notification of Award												
1.	As per Annexure-1(a,b)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Estimated Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>High Speed Diesel</td> <td style="text-align: center;">4,806,000 liters</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Lubricants (Different Grades)</td> <td style="text-align: center;">326,457 liters</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Grease</td> <td style="text-align: center;">14,548 Kg</td> </tr> </tbody> </table>	Item No.	Description	Estimated Quantity	1.	High Speed Diesel	4,806,000 liters	2.	Lubricants (Different Grades)	326,457 liters	3.	Grease	14,548 Kg	<p>The Frame Work Contract shall be effective for the financial year 2022-23 from the date of signing the contract to 30.06.2023 and further extendable with mutual consents of both the parties.</p>
Item No.	Description	Estimated Quantity													
1.	High Speed Diesel	4,806,000 liters													
2.	Lubricants (Different Grades)	326,457 liters													
3.	Grease	14,548 Kg													

AGRICULTURAL ENGINEER
LAHORE DIVISION LAHORE
 (Member/Secretary)

Technical Proposal Submission Form

Technical Proposal Submission Form

[Location,
Date]

To (PURCHASE COMMITTEE FOR HSD/ LUBRICANTS OF FIELD WING)

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to render services as per the scope of this Tender Document (insert Name of Tender Document)

We also confirm that the Government of Punjab / Pakistan has not declared us ineligible or blacklisted on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

[Authorized Signature]

Dated:

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Part-I

Section IV. Technical Specifications

Item No.1:- HIGH SPEED DIESEL OIL.

Description of Test	Required Specifications Limits	Company Offered Standard Limits	Remarks
Specific Gravity 15.6 °c (g/cm ³) ASTM D-1298	0.82 to 0.87		
Colour ASTM D-1500	Upto 3.0		
Flash Point (°C) ASTM D-93	54 min		
Sulphur Content (% wt) ASTM D-4294	1.0 max		
Copper Strip Corrosion 3 hrs@ 50 °C - 100 °C	1.0 max		
Kinematic Viscosity @ 40 °C (cSt) ASTM D-445	1.5-6.5		
Cloud Point, °C ASTM D-2500	9 max (Summer) 6 max (Winter)		
Pour Point, °C (max) ASTM D-97	6 max (Summer) 3 max (Winter)		
Carbon Residue on 10% (% wt) ASTM D-189	0.2 max		
Ash Content (% wt) ASTM D-482	0.01 max		
Sediment (% wt) ASTM D-473	0.01 max		
Water (% wt) ASTM D-95	0.05 max		
Cetane Index (Calculated) ASTM D-976	45 min		
Strong Acid Number (mg KOH/g) ASTM D-974	Nil		
Total Acid Number (mg KOH/g) ASTM D-974	0.5 max		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

Item No.2:- LUBRICANTS

2.1) MULTI GRADE ENGINE OIL (SAE 15 W-40).

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For use in Komatsu D50A-17 & Caterpillar D4-H bulldozers and other departmental machinery and equipment		
2	Performance standard	APICD or higher		
3	Grade	SAE 15W-40		
4	Base No. (mg KOH/g) ASTM D-2896	9 – 12.2		
5	Sulfated ash (m %) ASTM D-874	1% – 1.5%		
6	Viscosity at 40 °C (cSt) ASTM D-445	100 – 121		
7	Viscosity at 100 °C (cSt) ASTM D-445	14.0 – 15.5		
8	Viscosity Index ASTM D-2270	130 – 150		
9	Flash Point (°C) ASTM D-92	195 – 227		
10	Pour Point (°C) ASTM D-97	-20 to -33		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

2.2) ENGINE OIL (SAE 40)

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For use in Komatsu D50A-17 & Caterpillar D4-H bulldozers and vehicles		
2	Performance standard	APICD or better		
3	Grade	SAE 40		
4	Base No. (mg KOH/g) ASTM D-2896	9 – 11		
5	Sulfated ash (m %)	0.8 – 1.4		
6	Viscosity at 40 °C (cSt)	110 – 161		
7	Viscosity at 100 °C (cSt)	14.1 – 15.5		
8	Viscosity Index	90 – 102		
9	Flash Point (°C)	216 min		
10	Pour Point (°C)	-3 max		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

2.3) ENGINE OIL (SAE 50)

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For use in Komatsu D50A-17 and Caterpillar D4-H Bulldozers and vehicles		
2	Grade	SAE 50		
3	Performance standard	APICD or higher		
4	Base No. (mg KOH/g) ASTM D-2896	9 – 11		
5	Sulfated ash (w%)	0.8 – 1.75		
6	Viscosity at 40 ^o (cST)	210 – 224		
7	Viscosity at 100 ^o (cST)	19 – 21		
8	Viscosity index	96 – 105		
9	Flash point (C ^o)	216 min		
10	Pour point (C ^o)	-6 max		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

2.4) HYDRAULIC OIL (AW 68)

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For hydraulic systems of Komatsu D50A-17 & Caterpillar D4-H bulldozers		
2	Grade	68		
3	Viscosity at 40 °C (cSt)	63 – 73		
4	Viscosity at 100 °C (cSt)	8.2 min		
5	Viscosity Index	95 – 104		
6	Flash Point (°C)	190 min		
7	Pour Point (°C)	-6 max		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

2.5) AIR CLEANER OIL (SAE 30)

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For use in Komatsu D50A-17 & Caterpillar D4-H bulldozers and vehicles		
2	Performance standard	APICD or better		
3	Grade	SAE-30		
4	Base No. (mg KOH/g) ASTM D-2896	7.0 – 10.2		
5	Sulfated ash (m %)	0.8 – 1.4		
6	Viscosity at 40 °C (cSt)	88.7 or above		
7	Viscosity at 100 °C (cSt)	10.7 – 11.5		
8	Viscosity Index	90 – 110		
9	Flash Point (°C)	200 min		
10	Pour Point (°C)	-3 max		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

2.6) Gear Oil (SAE 140 API GL-4)

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For use in Drilling Rigs		
2	Performance standard	APICD or better		
3	Grade	SAE 140 API GL-4		
4	Sulfated ash (m %)	0.8 – 1.4		
5	Viscosity at 40 °C (cSt)	88.7 or above		
6	Viscosity at 100 °C (cSt) ATSM D445	29.2		
7	Viscosity Index ASTM D2270	96		
8	Flash Point (°C) ASTM D92	240		
9	Pour Point (°C) ASTM D97	-3 max		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

Item No.3:- GREASE

Sr. No	Specifications given in tender	Specifications given in tender	Specifications given in offer by bidder	Variation with remarks
1	Application	For use in Komatsu D50A-17 and Caterpillar D4-H bulldozers and vehicles		
2	Type	Lithium base		
3	NLGI grade	2		
4	Penetration worked @ 25 °C (1/10 th of mm)	265 – 295		
5	Dropping point (°C)	180 – 195		

* Please provide sample along with test report from recognized public laboratory i.e. Hydrocarbon institute, Islamabad, University of Punjab and University of Engineering & Technology, Lahore.

** The supplying firm will quote its product brand name while quoting rate for the lubricants.

Part-I

Section V. Bidding Forms

1. Bid Submission Form

Date: _____

No: _____

To

The Agricultural Engineer, Lahore Division, Lahore
 Secretary Purchase Committee for High Speed Diesel & Lubricant
 of Field Wing, Agriculture Department,
 13-KM Multan Road, Thokar Niaz Baig, Lahore

Having examined the bidding documents including **Addenda Nos.** *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **High Speed Diesel and Lubricants for the year 2022-23 Under Frame Work Contract [Detail of Package Attached As Annexure-I(a,b)]** in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedules

Financial Proposal Submission Form for HSD & Lubricants \ (Part of Financial Bid Envelope)

[Location, Date]

ITEM: High Speed Diesel and Lubricants for the year 2022-23 Under Frame Work Contract [Detail of Package Attached As Annexure-I(a,b)]

To **(HSD / LUBRICANTS PURCHASE COMMITTEE FOR FIELD WING)**

Dear Sir,

We, the undersigned, offer to render services in accordance with the scope defined in the tender document for (Insert name of the tender document) dated (insert date) and our Technical Proposal. Our financial proposal / bid indicating the offered rate for each kind of lubricant for year 2022-23 is as under.

Item No.	Item/Description	Brand	Qty	Unit Price (Rs.)	Total Amount (Rs.)
1	HSD		4,806,000 liters		
2	Lubricants				
	2.1	Multi Grade Engine Oil (SAE 15 W-40).	17,850 liters		
	2.2	Engine Oil (SAE 50)	144,258 liters		
	2.3	Engine Oil (SAE 40)	22,182 liters		
	2.4	Hydraulic Oil (AW 68)	58,272 liters		
	2.5	Air Cleaner Oil (SAE 30)	82,110 liters		
	2.6	Gear Oil SAE 140 API GL-4	1,785 liters		
3	Grease		14,548 Kg		
TOTAL AMOUNT (Rs.)					

Note:-

- i. Rates should be offered for each item but bid will be evaluated on the basis of entire Package (consisting of item Nos.1 to 3). The offered rates for incomplete Package shall be ignored.
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.
 - a. The offered rates are exclusive of all taxes, Income Tax, Sales Tax and Stamp Duty (For Lubricants Only) etc and other taxes should be mentioned separately.
 - b. Cost per liter of HSD should be clearly indicated in terms of percentage higher or less to that of prices of HSD fixed each month by OGRA (Oil and Gas Regulatory Authority) and announced by the Government of the Pakistan.
 - c. Freight charges should be inclusive of GST and other Taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the tender.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Operators for any part of the Contract, ineligible or blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed:

In the capacity of:

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

Date:

**PROFILE OF FIRM
PARTICULAR OF FIRMS OFFERING BID**

1.	Name of the Firm:	
2.	Address of the Office:	
3.	E-mail address:	
4.	Telephone No.	
5.	Address of branch office (if any):	
6.	Name and full address of	
	i. Proprietor	
	ii. Managing Director	
	iii. Director	
7.	Bank Reference	
	i. Name of Bank	
	ii. Branch	
	iii. Name of person or persons authorized to operate the account	
8.	Name of persons/authorized/deputed to sign correspondence, contract etc. on behalf of the firm.	
9.	Is the firm a sole propriety, partnership or Limited Company?	
11.	In case of Limited Company or Partnership, enclose attested copy of the memorandum and articles of association of partnership deed as the case may be.	
12.	Income tax registration certificate No. and date	
13.	Sales tax registration certificate No. and date	
14.	Is your firm registered and approved supplier with any of the Government Purchase Organization (certified copy of registration certificates should be enclosed)	

15.	Was your firm ever black listed from any Government Department, Purchase Organization (if yes, on what account?)	
16.	Bulk storage facilities of POL.	
	i. Location (Please attach site plan)	
	ii. Total area (Sq. ft.)	
	iii. Covered area (Sq. ft)	
	iv. Details of machinery & equipment installed	
	v. Details of employees (engineers, supervisors, technical/skilled & others)	
	vi. Details of testing/quality control labs (please enclose list of machinery & equipment)	
17.	Please supply the detail of your dealership network.	
18.	Please supply the detail of institutional contracts during the last three years.	

Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of Pakistan / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (*insert name of the tender*) in response to the tenders invited by the Purchase Committee for HSD/ Lubricants for Field Wing including signing and submission of all documents and providing information/responses to the Purchase Committee for HSD/ Lubricants for Field Wing in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__ for _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Undertaking

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20_____

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Format for Covering Letter

To

(HSD/LUBRICANTS PURCHASE COMMITTEE FOR FIELD WING)

Sub: _____.

Dear Sir,

1. Having examined the tender document and Annexure we, the undersigned, in conformity with the said document, offer to provide the services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
2. We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Procurer.
3. We agree to abide by this proposal for the period of 90 days, as per requirement of the tender document, from the last date of submission of this tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We agree to execute a contract in the form to be communicated by the client, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
5. Unless and until a formal agreement is prepared and executed, this proposal together with the Procurer's written acceptance thereof shall constitute a binding contract agreement.
6. We understand that the Procurer is not bound to accept any or all of the bid it receive, not to give any reason for rejection of any bid and to defray any expenses incurred by us in bidding.
7. We certify the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered.
8. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.
9. We would like to clearly state that we qualify for this work as our firm/company meets all the pre- criteria indicated in your tender document.

Authorized Signatures with Official Seal, Name & Address

Part-II
Section I. Frame Work Contract Forms

1. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between Director General Agriculture (Field) Punjab, Lahore (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., **High Speed Diesel and Lubricants for the year 2022-23 Under Frame Work Contract [Detail of Package Attached As Annexure-I(a,b)]** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Part-II

Section II. General Conditions of Frame Work Contract

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the Frame Work Contract / agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Purchaser’s country” is Islamic Republic of Pakistan.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - (j) “The Project Site,” where applicable, means the place or places named in SCC.
 - (k) “Day” means calendar day.
 - (l) **DAE** means the Director Agricultural Engineering of concerned Region.

- (m) **DSC** means the Director Soil Conservation
- (n) **AE** means Agricultural Engineer of concerned Division.
- (o) **AAE** means Assistant Agricultural Engineer of concerned Sub Division whereas US will stand for the Unit Supervisor.
- (p) **Successful Bidder** means the qualified Bidder with the lowest financial bid for providing services required under this RFP, who has the probability of award of contract, subject to necessary approvals and applicable policies.
- (q) **Bidder** means a Registered Company or an Association of Persons (AOP) or a Joint Venture that has submitted its bid as per the criteria/specifications listed.
- (r) **Contract** means the Framework Contract / agreement proposed to be entered between the Procurer and the successful bidder, including all attachments and all documents incorporated by reference therein.
- (s) **Consignee** means the sub-office (Assistant Agricultural Engineers) at district level.
- (t) **Indenter** means the office of Director Agricultural Engineering of concerned Region that will procure Diesel for the sub -offices on their request for the supply of Diesel.
- (u) **Inspector** means the officer /official who will inspect the quantity /quality of diesel at the time of delivery to the designated Supply Points of concerned Directorate of Agricultural Engineering

- 2. Application**
 - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
 - 3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of

components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

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

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

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

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

6. Patent Rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been

inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

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

9. Packing

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

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

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

14. Spare Parts

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the

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

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

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

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

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

16. Payment

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

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

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

16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

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

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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

23. Liquidated Damages

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

24. Termination for Default

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

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

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

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

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

25. Force Majeure

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

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

- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing,

the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

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

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

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

28. Resolution of Disputes

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

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

29. Governing

29.1 The Contract shall be written in the language specified in SCC.

Language

Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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

Part-II

Section III. Special Conditions of Frame Work Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Director General Agriculture (Field) Punjab, Lahore.

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

GCC 1.1 (i)—The Supplier is: [Detail]

2) DURATION OF RATE CONTRACT.

The frame work contract shall be effective for the financial year 2022-23 from the date of signing the contract to 30.06.2023 and further extendable with mutual consents of both the parties

3) QUANTITIES.

Under this Frame Work Contract, contractor shall be required and bound to supply HSD & Lubricants on written demand to the indenters/consignees throughout the financial year 2022-23 and extension period if any as per tentative quantities allocated to various indenters, which are liable to increase or decrease as per actual demand by the purchaser. Tentative quantities allocated to various indenters placed at Annexure-I(a,b).

4) PERFORMANCE GUARANTEE

The contractor shall provide performance guarantee @10% of the Contract amount in the shape of CDR/Bank Draft/Bank Guarantee on the prescribed performa as enclosed Annexure-II (The particulars of Bank Guarantee will be added)

5) DIRECT DEMANDING OFFICER(S)

- a) The rate contract shall be operated upon by the officers shown as per statement of estimates attached to Frame Work Contract. No guarantee can be given as to the item wise quantity, which will be ordered during the contract period and extension period if any, however, the indenting officers as per attached statement Annexure-I(a,b), however, may order all or part of the quantities. The approval of indent shall be intimated to the Indenting Officer by the contracting firm within 48 hours.
- b) All indenters may give a written notice of 48 hours for supply of any quantity of HSD & Lubricants to the contracting firm but not to exceed the specified item wise quantities as already shown in Annexure-I(a,b) until revised authorization is notified by the concerned Director of Region where supply is sought.

- c) The list of Indenters /Consignee and destinations / Supply Points is placed at **Annexure-I(a,b).**
- d) The Direct Demanding Officer (s) are only permitted to operate against this contract on the distinct understanding that the funds are available under the proper head in the sanctioned budget of the indenting officer in the year 2022-23 to which the cost will be adjusted.
- e) The contracting firm shall not reduce the quantity of HSD & Lubricants while approving the indents.

6) QUALITY.

- a) The HSD & Lubricants should strictly conform to the tender specifications for which a third party test report will be obtained at the cost of contractor on “as and when required basis” and the results shall be binding on both the parties.
- b) The contractor shall bear only such losses if caused due to poor quality of HSD & Lubricants. However, if the product is according to the specifications at the time of delivery, then contractor shall not be liable for any loss.

7) DELIVERY.

- a) In order to ensure timely delivery of HSD & Lubricants, the contracting firm shall make fool proof arrangements to authorize the respective supply depots to entertain the indent (demand) within the allocation for each indenter rather than getting approval from the head office for each demand.
- b) The High Speed Diesel shall be supplied against the demand of the consignee within 48 hours notice, from the supplying firm's terminal / depot located nearest to the designated destination.
- c) Delivery of HSD & Lubricants shall be made in the company's container/tank lorry of 10,000 / 5,000 liters duly sealed to ensure quantity and quality of the stores being supplied from the nearest storage points, as mentioned in the technical proposal.
- d) The contractor firm shall made a formal intimation of the nearest notified supply point to the specified destination as shown in **Annexure-I(a,b)** and indicated in the respective supply order. If the contractor choose to supply HSD & Lubricants from any other point, additional cost of freight if involved shall be borne by the contractor.
- e) In case a new destination is required to be added by the purchaser, the contractor shall be bound to supply HSD & Lubricants against specified freight charges from the nearest depot.
- f) The bidding firms shall supply lubricants and grease in new standard packing of 210 liters & 182 Kg respectively at the point mentioned in the Region.

8) RECEIVING & INSPECTION AUTHORITY.

- a) Following officers/officials are authorized as receiving and inspection authorities for each consignee.

CONSIGNEE	RECEIVER	INSPECTOR
Assistant Agricultural Engineer (Field)	Store Keeper	Unit Supervisor
Assistant Agricultural Engineer (F&W)	Store Keeper	Unit Supervisor
Assistant Agricultural Engineer (WD)	Store Keeper	Drilling Supervisor
Store Officer	Store Keeper	Assistant Agricultural Engineer

b) **Inspection of Store:-**

Income of complaint the store shall be inspected jointly by the representative of the firm and buyer / Indenter / consignee. The payment process shall be initiated only on the receipt of satisfactory inspection report.

c) **Rejection of Store:-**

If stores are rejected jointly by the consignee, receiver and inspector, it shall be concluded that the rejection is final and justified if inspection is carried out in the presence of contractor's representative and proper justification is given by the inspector under terms and conditions of the contract, and stores shall be replaced free of cost.

d) **Free Replacement of Store.**

The bidding firms shall replace the products free of cost if the same have been declared not according to the specifications. The decision in this regard concluded after testing from a laboratory at the cost of supplier shall be find and bidding on the contractor / supplier.

9) (i) **PRICES FOR HSD.**

- a) The price of the HSD shall be maintained by calculating a discount @ on the periodically notified ex-installation price throughout the period of contract by OGRA Pakistan.
- b) The contractor will provide certified copy of the ex-installation as well as the direct sale price to all the indenters, consignees, concerned Director of Agricultural Engineering.
- c) The price of HSD shall be subject to fluctuations in accordance with the variation in price structure as established by the contractor and shall be reviewed and revised upwards or downwards, as the case may be.
- d) The quoted prices of HSD are exclusive of GST, income tax , stamp duty and all other taxes. However income tax shall be deducted at source only in case exemption is not provided in terms of the SRO.

- e) The offered rates for transportation/freight of HSD from the nearest depot to each destination shall be inclusive of sales tax, income tax, & other taxes.

9) (ii) PRICES FOR LUBRICANTS.

- a) The selling price of lubricants shall be maintained as given under section 9 subject to fluctuation in accordance with the variation in prices of lube base oil as by NRL / APL as and when notified, additives cost, container / packing cost, miscellaneous cost, fluctuation in Re/US\$ parity etc, and / or any government levies, taxes and duties etc. In force by GOP. Any upward or downward revision in any of the above elements or imposition of any new levies / taxes duties / charges during the validity currency of the contract will be to buyer's account and the quoted price shall be revised accordingly with effect from the date of such change as notified by the firm irrespective of any supply schedule envisaged in the contract. In case of revision of rates, the firm is bound to submit rationale of increasing rates viz-a-viz increase in price of base oil.
- b) This FWC has been accepted as firm and final subject to the condition that if price of contracted items(s) is reduced to any other organization, the corresponding reduction shall be, entitled to the purchaser and reduction or any amendment in the aforesaid tax, import duty, tariff valuation, dues, wharf-age or other charges become operative, the said price(s) shall be proportionately reduced / adjusted from the date of such reduction / amendment.
- c) The quoted prices of Lubricants items are inclusive of GST, income tax, Stamp Duty @ 0.25% and all other taxes. However income tax shall be deducted at source only in case exemption is not provided in terms of the SRO.

10) PAYMENT.

- a) The payment shall be made against delivery receipt and proper inspection followed by submission of bill by the consignee to the indenter. The list of indenter & consignee is appended as **Annexure-I(a,b)**. The payment will be made by the concerned Agricultural Engineer/Assistant Agricultural Engineer to the firm through Accountant General Punjab / District Accounts Officers concerned within one month.
- b) The payments shall be made on the 1st written demand of the contractor within one month of the submission of correct bills, provided there is no dispute regarding terms and conditions of the contract.
- c) The contractor will guarantee that the product, for which the bill has been raised, has already been handed over to the consignees and if the consignment is not received by the

consignees, the firm will refund the entire amount against that particular consignment within two weeks.

- d) The bill will be certified by the contractor that the payment against the particular consignment has not been received earlier by the contractor.
- e) After dispatch of the consignment, the contractor will provide four (4) legible copies of invoices/delivery challan to the consignees who in turn should send two (2) copies duly verified to the Indenters who will submit it to the District Accounts Officer for payment.
- f) The invoice/delivery challan should be prepared by the contractor delivery-wise and consignee-wise.
- g) The contractor is responsible for the correct preparation and submission of bills to the Indenter /Consignee at the earliest duly supported by the required documents complete in all respects. Any delay in payments, therefore, due to non-compliance of the required documents/ procedure would be of contracting firm's responsibility.

11) FORCE MAJEURE.

The contractor shall not be responsible for any losses resulting if the fulfilment of any terms or provisions thereof shall be delayed or prevented by revolution or other import or export restrictions, strikes, fires, floods, arrest or restraint of prices, rulers or peoples, orders or decrees of government authority, expropriation or confiscation of property, perils of the sea accident of navigation, breakdown of or injury to ships, diminutions in the quantities or products received by seller locally from usual sources of supply, breakdown or injury to any facilities used for production, transportation, transportation receiving, manufacturing, handling or delivery of the oil or crude petroleum from which it is derived or by any other act whether or not of the same class or kind as those above set-forth, not within the control of any party whose performance is interfered with and which by exercise of reasonable diligence said party is unable to prevent. The seller or contractor shall not be required to provide deliveries omitted on account natural calamities of any such clauses. In such cases prompt written notice shall be given by the affected party to the other of the existence of any such causes and readiness to resume performance after the cause of force majeure is over.

12) FAILURE TO EXECUTE CONTRACT.

- a) In the event of the contractor's failure at any time to supply HSD & Lubricants in accordance with the terms and conditions, the purchaser shall be entitled to purchase the required HSD & Lubricants from elsewhere at the contractor's risk and cost and may elect to cancel this contract.

- b) A party will be considered a defaulting party if it has committed or has been involved, or has encouraged, aided or abated in any misfeasance, malfeasance, mismanagement, fraud, misappropriation and /or criminal action or breach of any duty with regard to any of the terms and conditions of this agreement and shall be in breach of this agreement.
- c) In case any one or more of the provisions contained in this agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.
- d) All disputes or any difference or question which may arise between parties hereto or any person claiming thereof, touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the arbitration to a Sole Arbitrator to be mutually nominated or appointed by the contractor and purchaser whose decision thereon shall be final and binding upon the parties. Any arbitration under this agreement will be held at Faisalabad and the courts at Faisalabad if invoked by the purchaser will have exclusive jurisdiction in all matters connected with this agreement.

13) RECONCILIATION OF RECEIPT OF STORES AND PAYMENTS

The contractor shall submit annual statement of the delivery of stores and receipt of payments to concerned indenters & consignees after each quarter. If payments are held up due to non-submission of quarterly statement by the contractor, the responsibility shall not lie on part of the purchaser.

14) CONFIDENTIALITY OF INFORMATION

All data, information of any sought whatsoever received by the purchaser or contractor directly or indirectly during the course of concluding of contract / agreement shall be under obligation to keep the same confidential.

15) TERMINATION OF SUPPLY OF HSD & LUBRICANTS.

The contracting firm shall not terminate the supply of HSD before 30 days of submission of correct bill. In case the supply has to be terminated on account of non-payment, it should be affected only for the defaulting consignee.

16) MODIFICATION / AMENDMENT OF THE CONTRACT

This agreement can be modified / amended at any time with the mutual consent of both the parties.

17) TERMINATION OF CONTRACT

Either party can terminate this agreement by giving three (3) month's prior written notice to the other party.

Witness-1

Signature: _____
Name: _____

Signature of Firm Representative

**DIRECTOR
AGRICULTURAL ENGINEERING
FAISALABAD REGION FAISALABAD
(Convener)**

**DIRECTOR
AGRICULTURAL ENGINEERING
LAHORE REGION LAHORE
(Member)**

**AGRICULTURAL ENGINEER
LAHORE DIVISION LAHORE
(Member/Secretary)**

Witness-2

Signature: _____
Name: _____

**Signature of Procuring agency/
officers**

**DIRECTOR
AGRICULTURAL ENGINEERING
MULTAN REGION MULTAN
(Member)**

**DIRECTOR SOIL CONSERVATION
PUNJAB, RAWALPINDI
(Member)**

Endst: No. _____/

Dated Lahore, the _____/2022

1. The Director General Agriculture (Field) Punjab, Lahore
2. The Accountant General Punjab, Lahore
3. The District Accounts Officers, in Punjab for arranging payments within the budgetary provisions for information.
4. The Director Agricultural Engineering, Lahore, Multan and Faisalabad.
5. The Director Soil Conservation Punjab, Rawalpindi
6. All the Agricultural Engineers.
7. The Agricultural Engineer (Well Drilling) Lahore, Multan & Faisalabad.

**AGRICULTURAL ENGINEER
LAHORE DIVISION LAHORE
(Member/Secretary)**

Annexure-I(a)

Sr. No.	Description of Store	Name of Indenter	Name of Consignee	Destination Point	Qty Demand in Litres 2022-23 (01.07.2022 to 30.06.2023)
Directorate of Agricultural Engineering, Lahore Region, Lahore					
1		Agricultural Engineer, Lahore Division, Lahore	AAE, (F.O), Lahore	Lahore	40,000
			AAE, (F&W), Sheikhpura	Sheikhpura	60,000
			AAE, (F&W), Kasur	Kasur	60,000
			Total Lahore Division		
2	HSD	Agricultural Engineer, Gujranwala Division, Gujranwala	AAE, (F.O), Gujranwala	Agricultural Engineering Workshop Shaheen aba, near Divisional Public School D.C.Road, Gujranwala.	86,800
			AAE, (F&W), Gujrat	Agricultural Engineering Workshop, Bugdad Colony near Service more G.T.Road, Gujrat.	86,800
			AAE, (F&W), Sialkot	Agricultural Engineering Workshop, Pasrur Road, Near Hockey Stadium, China Chowk, Sialkot.	29,000
			AAE, (F.O), Narowal	Assistant Agricultural Engineer(F.O) Narowal Kotli Plot Bajwa Road, Rizvia Colony, Narowal.	29,000
			Total Gujranwala Division		
3		Agricultural Engineer, Rawalpindi Division Rawalpindi	Store Officer, Rawalpindi	Sihala Depot Islamabad.	200,000
			AAE, (F&W), Attock	Faqeerabad Depot	140,000
			AAE, (F&W), Jhelum	Chak Pirana Depot	140,000
			AAE, (F.O), Chakwal	Sihala Depot	120,000
			Total Rawalpindi Division		
4		Agricultural Engineer, (Well Drilling), Lahore Region, Lahore	AAE, (W.D), Rawalpindi	Rawalpindi Sihala Depot	60,000
			AAE, (W.D), Jhelum	Lalla Musa Chak Pirana Depot	30,000

			AAE, (W.D), Chakwal	Rawalpindi Sihala Depot	40,000
			AAE, (F&W), Attock	Attock Faqirabad	30,000
			Total (W.D) Lahore Region		160,000
			Total Lahore Region		1,151,600
Directorate of Agricultural Engineering, Multan Region, Multan					
1		Agricultural Engineer, Multan Division, Multan	AAE, (F.O), Multan	Sher Shah Depot, Multan	120,204
			AAE, (F.O), Khanewal	Sher Shah Depot, Multan	93,492
			AAE, (F&W), Vehari	PSO Depot. Vehari	106,848
			Total Multan Division		320,544
2		Agricultural Engineer, Bahawalpur Division, Bahawalpur	AAE, (F.O), Bahawalpur	Sher Shah Depott: Multan	160,000
				PSO Depot. Vehari	30,000
			AAE, (F&W), Bahawalnagar	PSO Depot. Vehari	140,000
			AAE, (F&W), Khanpur	Sher Shah Depott: Multan	180,000
			Total Bahawalpur Division		510,000
3	HSD	Agricultural Engineer, D.G.Khan Division D.G.Khan	AAE, (F&W), D.G.Khan	PSO Depot Mahmood Kot	250,000
			AAE, (F.O), Muzaffargarh	PSO Depot Mahmood Kot	220,000
			AAE, (F.O), Rajanpur	PSO Depot Mahmood Kot	110,000
			Total D.G.Khan Division		580,000
4		Agricultural Engineer, Layyah Division, Layyah	AAE, (F&W), Layyah	PSO Depot. Kotla Jam, Bhakkar	100,000
				PSO Depot. Kotla Jam, Bhakkar	90,000
				PSO Depot. Kotla Jam, Bhakkar	90,000
			AAE, (F.O), Bhakkar	PSO Depot. Kotla Jam, Bhakkar	150,000
			Total Layyah Division		430,000
5		Agricultural Engineer, Sahiwal Division, Sahiwal	AAE, (F&W), Sahiwal	PSO Depot. Sahiwal	100,000
			AAE, (F.O), Okara	PSO Depot. Sahiwal	80,000
			Total Sahiwal Division		180,000
6		Agricultural Engineer, (W.D), Multan	AAE, (W.D), D.G.Khan	PSO Depot Mahmood Kot	60,000

Total Multan Region					2,080,544
Directorate of Agricultural Engineering, Faisalabad Region, Faisalabad					
1	HSD	Agricultural Engineer Faisalabad	AAE(F.O), Faisalabad	Main Store Fsd	40,000
			AAE (F&W) Jhang	Jhang office Store	40,000
			AAE (Field),T.T.Singh	T.T.Singh office Store	40,000
			Total Faisalabad Division		
2		Agricultural Engineer Sargodha	AAE (F&W), Sargodha	Gatti Faisalabad	100,000
			AAE (F.O), Jauharabad	Kundian Minawali	60,000
			AAE (F&W), Mianwali	Kundian Minawali	80,000
			Total Sargodha Division		
3		Agricultural Engineer Talagang	AAE (Field), Talagang	Talagang	240,000
				Danda Shah Bilawal	
				Pindigheb	
			AAE (Soon Valley), Chakwal	Chakwal	280,000
				Nowshera	
Total Talagang Division			520,000		
4		Agricultural Engineer (Well Drilling) Faisalabad	AAE (Well Drilling) Jauharabad	Jauharabad	128,800
Total (W.D), FSD Region					128,800
Total Faisalabad Region					1,008,800
Directorate of Soil Conservation Rawalpindi, Punjab.					
1	HSD	Agricultural Engineer Soil Conservation Rawalpindi	Assistant Agricultural Engineer Soil Conservation, Rawalpindi	1. Rawalpindi 2. Taxila 3. Gujar Khan 4. Kallar Syedan	220,000
			Assistant Agricultural Engineer Soil Conservation, Attock	Attock	140,000

			Assistant Agricultural Engineer Soil Conservation, Fateh Jang	Fateh Jang	60,000
			Assistant Agricultural Engineer Soil Conservation, Jhelum	1. Jhelum 2. Kharian	130,000
			Total AESC Rawalpindi		550,000
Directorate of Agricultural Mechanization Research Institute, Multan					
1	HSD	Agricultural Engineer (F&W), AMRI, Multan	Agricultural Engineer (F&W), AMRI, Multan	Agricultural Mechanization Research Institute (AMRI), Multan	15,000
			Total AMRI, Multan		15,000
			G.Total		4,805,944
			Or Say		4,806,000

**AGRICULTURAL ENGINEER
LAHORE DIVISION LAHORE
(Member / Secretary)**

Annexure-I(b)

Sr. No.	Name of Division / Consignee	Description of Store	Unit	Qty Demand for the year 2022-23 (01.07.2022 to 30.06.2023)
Directorate of Agricultural Engineering, Lahore Region, Lahore				
1	A.E, Lahore	Engine Oil (SAE-50)	Liters	5880
		Multi-grade Engine Oil (SAE 15W-40)	Liters	2520
		Air Cleaner Oil (SAE-30)	Liters	2730
		Hydraulic Oil (AW-68)	Liters	1470
		Grease	KG	564
2	A.E, Gujranwala	Engine Oil (SAE-50)	Liters	7560
		Multi-grade Engine Oil (SAE 15W-40)	Liters	1680
		Air Cleaner Oil (SAE-30)	Liters	3570
		Hydraulic Oil (AW-68)	Liters	2310
		Grease	KG	364
3	A.E, Rawalpindi	Engine Oil (SAE-50)	Liters	8400
		Engine Oil (SAE-40)	Liters	7770
		Multi-grade Engine Oil (SAE 15W-40)	Liters	5460
		Air Cleaner Oil (SAE-30)	Liters	10500
		Hydraulic Oil (AW-68)	Liters	6090
		Grease	KG	910
4	A.E, (Well Drilling), Lahroe	Gear Oil (SAE 140 API GL-4)	Liters	630
		Engine Oil (SAE-50)	Liters	0
		Engine Oil (SAE-40)	Liters	1680
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	0
		Hydraulic Oil (AW-68)	Liters	3570
		Grease	KG	546
	Total DAE, Lahore	Gear Oil (SAE 140 API GL-4)	Liters	630
		Engine Oil (SAE-50)	Liters	21840
		Engine Oil (SAE-40)	Liters	9450
		Multi-grade Engine Oil (SAE 15W-40)	Liters	9660
		Air Cleaner Oil (SAE-30)	Liters	16800
		Hydraulic Oil (AW-68)	Liters	13440
		Grease	KG	2384
Directorate of Agricultural Engineering, Multan Region, Multan				
1	A.E, Multan	Engine Oil (SAE-50)	Liters	12378
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0

		Air Cleaner Oil (SAE-30)	Liters	5040
		Hydraulic Oil (AW-68)	Liters	3427
		Grease	KG	1008
2	A.E, Bahawalpur	Engine Oil (SAE-50)	Liters	21840
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	11130
		Hydraulic Oil (AW-68)	Liters	6090
		Grease	KG	1820
3	A.E, D.G.Khan	Engine Oil (SAE-50)	Liters	25200
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	9450
		Hydraulic Oil (AW-68)	Liters	7350
		Grease	KG	2730
4	A.E, Layyah	Engine Oil (SAE-50)	Liters	17220
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	6720
		Hydraulic Oil (AW-68)	Liters	5040
		Grease	KG	910
5	A.E, Sahiwal	Engine Oil (SAE-50)	Liters	4410
		Engine Oil (SAE-40)	Liters	0
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	3360
		Hydraulic Oil (AW-68)	Liters	1470
		Grease	KG	0
6	A.E, (W.D), Multan	Gear Oil (SAE 140 API GL-4)	Liters	420
		Engine Oil (SAE-50)	Liters	840
		Engine Oil (SAE-40)	Liters	840
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	0
		Hydraulic Oil (AW-68)	Liters	1470
		Grease	KG	182
	Total DAE, Multan	Gear Oil (SAE 140 API GL-4)	Liters	420
		Engine Oil (SAE-50)	Liters	81888
		Engine Oil (SAE-40)	Liters	840
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	35700
		Hydraulic Oil (AW-68)	Liters	24847
		Grease	KG	6650
Directorate of Agricultural Engineering, Faisalabad Region, Faisalabad.				
1	A.E, Faisalabad	Engine Oil (SAE-50)	Liters	5040
		Engine Oil (SAE-40)	Liters	0

		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	3150
		Hydraulic Oil (AW-68)	Liters	1890
		Grease	KG	1092
2	A.E, Sargodha	Engine Oil (SAE-50)	Liters	6720
		Engine Oil (SAE-40)	Liters	0
		Multi-grade Engine Oil (SAE 15W-40)	Liters	3360
		Air Cleaner Oil (SAE-30)	Liters	4200
		Hydraulic Oil (AW-68)	Liters	2940
		Grease	KG	1092
3	A.E, Talagang	Engine Oil (SAE-50)	Liters	16170
		Engine Oil (SAE-40)	Liters	0
		Multi-grade Engine Oil (SAE 15W-40)	Liters	1680
		Air Cleaner Oil (SAE-30)	Liters	9030
		Hydraulic Oil (AW-68)	Liters	5040
		Grease	KG	1092
4	A.E, Well Drilling Faisalabad	Gear Oil (SAE 140 API GL-4)	Liters	735
		Engine Oil (SAE-50)	Liters	0
		Engine Oil (SAE-40)	Liters	2442
		Multi-grade Engine Oil (SAE 15W-40)	Liters	0
		Air Cleaner Oil (SAE-30)	Liters	0
		Hydraulic Oil (AW-68)	Liters	3185
		Grease	KG	600
	Total DAE Faisalabad	Gear Oil (SAE 140 API GL-4)	Liters	735
		Engine Oil (SAE-50)	Liters	27930
		Engine Oil (SAE-40)	Liters	2442
		Multi-grade Engine Oil (SAE 15W-40)	Liters	5040
		Air Cleaner Oil (SAE-30)	Liters	16380
		Hydraulic Oil (AW-68)	Liters	13055
		Grease	KG	3876
<u>Directorate of Soil Conservation Rawalpindi, Punjab.</u>				
1	A.E, Soil Conservation Rawalpindi	Engine Oil (SAE-50)	Liters	12600
		Engine Oil (SAE-40)	Liters	8610
		Multi-grade Engine Oil (SAE 15W-40)	Liters	3150
		Air Cleaner Oil (SAE-30)	Liters	13230
		Hydraulic Oil (AW-68)	Liters	6930
		Grease	KG	1456
	Total DSC Rawalpindi	Engine Oil (SAE-50)	Liters	12600
		Engine Oil (SAE-40)	Liters	8610
		Multi-grade Engine Oil (SAE 15W-40)	Liters	3150
		Air Cleaner Oil (SAE-30)	Liters	13230

		Hydraulic Oil (AW-68)	Liters	6930
		Grease	KG	1456
1	Agricultural Engineer (F&W), AMRI, Multan	Engine Oil (SAE-40)	Liters	840
		Grease	KG	182
	Total AMRI Multan	Engine Oil (SAE-40)	Liters	840
		Grease	KG	182
	G. Total DGA, Punjab Lahore	Gear Oil (SAE 140 API GL-4)	Liters	1785
		Engine Oil (SAE-50)	Liters	144258
		Engine Oil (SAE-40)	Liters	22182
		Multi-grade Engine Oil (SAE 15W-40)	Liters	17850
		Air Cleaner Oil (SAE-30)	Liters	82110
		Hydraulic Oil (AW-68)	Liters	58272
		Grease	KG	14548

**AGRICULTURAL ENGINEER
LAHORE DIVISION LAHORE
(Member / Secretary)**

PERFORMANCE GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

WHEREAS [Name and Address of the Contractor] (hereinafter called "Contractor ") has agreed to render services under the scope defined in the Tender for [Tender Name] (hereinafter called "the Contract") for the Annual Service Fee of PKR (in figures _____) (in words _____)

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fifteen (15) working days of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee issued by a scheduled bank, rated "A" or above by PACRA or JCR-VIS, operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Client, with an undertaking to renew the same before the end of each year on yearly basis, one month before the expiry of the submitted bank guarantee, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give a Performance Guarantee in the favour of the Contractor;

NOW THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures _____) (in words _____) which is 10% of the contract amount, and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract
2. As adjustment against any amount imposed as a fine by the Client for irregularities committed by the Contractor
3. As adjustment against any outstanding payment decided by the Client
4. If the Contractor fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
5. If the Contractor fails to fulfil any of the obligations under the Contract.
6. If the Contractor violates any of the terms and conditions of the Contract.
7. If the Contractor terminates this contract for convenience.

8. If the Contractor fails to achieve Operational readiness to provide services and implement all controls (equipment, hardware, processes, mechanisms etc.) required under this RFP by the time of signing of the contract.
9. As adjustment against any of the penalties require forfeiture of Performance Security.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after/before the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2022.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

CERTIFICATES

(To be provided by the bidders on stamp paper of Rs.100 alongwith tender duly filled in, signed and stamped)

1.	We hereby confirm to have read carefully the description of stores and all the terms and conditions of your tender enquiry No. _____ due for opening on _____ for the supply of specified stores in addition to the conditions as appended herewith and also all the special instructions attached to the said tender enquiry. We agree to abide by all those instructions/conditions.
2.	We also hereby confirm that the stores offered by us are exactly to the particulars and specifications as laid down in your tender enquiry in all respects.
3.	The stores offered by us are of (a) foreign origin or (b) local origin.
4.	We accept that if the required Bid Security is not furnished or our offer is found lacking in any of the requirement of your tender enquiry, it shall be ignored.
5.	We hereby confirm to understand that the delivery period is the essence of the contract and it will be strictly adhered to by us. In case of failure we agree that contract shall stand cancel and performance guarantee shall be forfeited and procuring agency reserves the right to purchase the store from elsewhere without any notice at the risk and cost of defaulting contractor.
6.	Certified that the prices quoted to the department against tender No. _____ are not more than the prices, we charged from any other purchasing agencies in the country. In case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess.
7.	We are responsible for the free replacement of stores if the same is found to be substandard or not suitable for the Machine/Engine/Equipment or at variance with the specifications given in the tender enquiry.
8.	We guarantee to supply stores exactly in accordance with the requirements specified in the invitation to Tender No. _____
	Name of bidder _____ Signature of bidder _____ Designation of bidder _____ Seal _____

Witness:

(a) Name _____ Signature _____

(b) Full address: _____

(c) Date _____