

# PUNJAB LIVESTOCK AND DAIRY DEVELOPMENT BOARD



## BIDDING DOCUMENT

*for*

Purchase of Fertilizer

E-Tender Notice No. PLDDB/Jan-022/2026

National Competitive Bidding

**Single Stage-Two Envelop**



Procurement Cell

**Punjab Livestock & Dairy Development Board**

18-KM, Shahpur Kanjran, Multan Road, Lahore.

☎ 042-99333706 ✉ info@plddb.pk



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## Invitation to Bidders

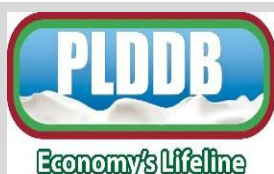
E-Tender Notice No. PLDDB/Jan-022/2026

### **EPADS – E-Tender Notice For the provision of Fertilizer**

**Punjab Livestock & Dairy Development Board (PLDDB)** is a non-profit Organization established under Section 42 of the Companies Ordinance, 1984. PLDDB invites sealed tenders from registered EPADS (PPRA) contractors/firms for the supply of **Fertilizer** to the **LES Farm, Khizerabad, Sargodha.**

Lot#	Fertilizer Name	Required Bags	Per Bag Price	Estimated Price	Bid Security for Tender
Lot 1	DAP	200 Bags	13,780	2,756,000	2 % of the Estimated Cost(2,756,000)
Lot 2	Urea	400 Bags	4,286	1,714,400	2 % of the Estimated Cost(1,714,400)
<b>Total Estimated Price</b>		600 Bags		4,470,400/-	

- 1) Bidding shall be conducted through e-Punjab Acquisition & Disposal System (e-PADS) through Single Stage-Two Envelop procedures specified in the Punjab Procurement Rules 2014.
- 2) The bidding documents containing all Terms & Conditions, requirements, Specification etc. are immediately available under Rule 25(1), free of cost, at PPRA i.e. <http://ppra.punjab.gov.pk>, EPADS website i.e. <http://punjab.eprocure.gov.pk> and <http://plddb.pk>
- 3) All intending contractors/firms have to upload the above said bid security/earnest money in the form of CDR/Pay Order in favour of "Punjab Livestock & Dairy Development Board". However original CDR has to be submitted to the office on the opening day, half hour before the opening of bids.
- 4) The bidders shall submit the bids through **EPADS** up to **11:00 am** on **Feb 09, 2026** and that shall be opened on **11:30 am** on the same day.
- 5) PLDDB reserves the rights to accept or reject all the tenders prior to acceptance, as per PPRA rules 2014.



Procurement Cell

**Punjab Livestock & Dairy Development Board**

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## **Introduction**

Punjab Livestock & Dairy Development Board (PLDDB) is a non-profit Organization established under Section 42 of the Companies Ordinance, 1984. The PLDDB has been aimed to develop Livestock & Dairy sector of the Punjab while facilitating small & large farmers in production, processing & marketing with the latest infrastructure and modern farming technologies to improve their animals' genetics and milk/ meat production ratio. PLDDB is also meant to accelerate private investment opportunities in this sector. The whole domain will result-in poverty alleviation and economic growth of the Punjab. PLDDB has focused on the up gradation of more than 90% small farmers of the province by providing technical & in-kind assistance as per their need.

### **1. Mode of Advertisement(s)**

In accordance with Rule 12(1), this tender is available online on the PPRA's website E-Punjab Acquisition & Disposal System (EPADS), and has also been advertised on the company's website. PLDDB disclaims any responsibility for costs or expenses incurred by Bidders related to the preparation or submission of Bids. If the submission date falls on an official holiday, the following day will be considered the closing date. Bidders can download the complete bidding document from **PPRA E-Punjab Acquisition & Disposal System (EPADS)** website <http://punjab.eprocure.gov.pk> and **PLDDB** website <http://plddb.pk> (Free of Cost)

### **2. Scope of Bid**

The supply of **Fertilizer** shall be in accordance with the terms and conditions of the tender.

### **3. Important Note**

All participants complying with criteria given in the tender documents are eligible for this bid. Prospective bidders must ensure submission of all the required documents indicated in this tender documents. Bids received without, undertakings, valid documentary evidence, supporting documents and various requirements mentioned in the tender document will be rejected. It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.

### **4. Conditions for Eligibility**

The Bidders, fulfilling the criteria, contained in "Annex-A & B" shall be considered as eligible bidder for the bidding process of **SUPPLY OF Fertilizer**.

## **5. Bidding Procedure**

Bidding process will be conducted through National Competitive Bidding Single Stage-Two Envelopes procedure through E-Procurement.

## **6. Estimated Cost**

The total estimated cost of this procurement is **Rs.4,470,000/- (Forty Four Lakh Seventy Thousand Rupees Only)**.

## **7. One person one bid**

As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

## **8. Joint Venture/Consortium**

Joint Ventures/Consortiums are not eligible for the tender.

## **9. Tender Terms and Conditions**

- 1) A company with relevant experience in the same field may participate in the bidding process.
- 2) PLDDB encourages the legal business in the country so only NTN & GST registered Firms may participate in the Bidding process.
- 3) Parties are required to submit the financial quotation on the basis of mentioned specifications.
- 4) The tender will be finalized on a lot basis.
- 5) Financial quotation will be included all sort of taxes, PLDDB will not bear any kind of tax.
- 6) Ambiguous quotations will be rejected on the spot.
- 7) Technical committee of the tender may reject the product during inspection if not found it up to the standards.
- 8) Successful Bidder is required to provide the items as per requirement/demand of PLDDB. In case of failure, the contract will be considered breached and bid/performance security amount will be considered forbidden.
- 9) Tenders received after due date and time will not be entertained at any cost.
- 10) Payment will be made within a month after the delivery of the items in favor of the company.

## **10. Clarification of the Tender Document**

The tenderer may require further information or clarification of the tender document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders provided that such request is received not later than seven (07) days prior to the deadline for the submission of Bids.

#### **11. Amendment of the Tender Document**

- 1) The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 2) The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 3) The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules. 2014.

#### **12. Language of Bid:**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency 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.

#### **13. Tender Price:**

- 1) The quoted price shall be:
- 2) Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation/:
- 3) in Pak Rupees;
- 4) Inclusive of all taxes, duties, levies, freight charges or other expenses such as vehicle fuel, repair & maintenance or toll taxes, unloading etc.
- 5) including all charges up to the delivery point at their own expense at decided place.

#### **14. Bid Currency**

Prices shall be quoted in Pak Rupees.

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

The above-mentioned Bid Security/Earnest Money in the form of “CDR, Bank Draft, Pay Order etc.” in favor of “**Punjab Livestock & Dairy Development Board**” is required to be submitted with the Technical Bid. The Bid security is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture as PPRA Rules.

#### **16. Bid Validity:**

The Tender shall have a minimum validity period of 30 Days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

#### **17. Submission of Bids**

##### **Sealing and Marking of Bids;**

- 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.
- 2) The inner and outer envelopes shall:
  - a) be addressed to the Purchaser at the address given in the tender documents; and
  - b) bear the title of procurement activity indicated in the tender documents, the Invitation for Bids (IFB) title and number indicated in the tender documents and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the tender documents.
- 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”.
- 4) If the outer envelope is not sealed and marked as required by ITB, the Procuring Agency will assume no responsibility for the bid’s misplacement or premature opening.

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

- 1) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

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

### **19. Late Bids**

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB will be rejected and returned unopened to the Bidder. The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

### **20. Modification/Withdrawal of Tender:**

- 1) The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 2) The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

### **21. Opening of Tender**

- 1) Tenders shall be opened, in public, in the presence of Bidders for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in/within the official holidays/weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 2) The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 3) No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

### **22. Clarification of the Tender**

Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the

price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

### **23. Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions, forms, specifications and terms and conditions. Failure to furnish all information as required by the Bidding Documents or to submit Bid not substantially responsive to the Bidding Documents in every respect may result in rejection of its Bid.

### **24. Determination of Responsiveness of the Bid (Tender)**

- 1) The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 2) meets the eligibility criteria given here in this tender document/ the Services;
- 3) meets the Technical Specifications for the Goods / Services against each Lot;
- 4) meets the delivery period / point for the Goods / Services against each Lot;
- 5) in compliance with the rate and limit of liquidated damages;
- 6) offers fixed price quotations for the Goods / Services against each Lot;
- 7) is accompanied by the required Bid Security as part of bid envelope against each Lot;
- 8) The original receipt of tender fee submitted attached with bid envelope against each Lot;
- 9) In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
- 10) Conforms to all terms and conditions of the Tender Document. without material deviation or reservation.
- 11) A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 12) The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction. or withdrawal of the material deviation or reservation.

## **25. Correction of Errors**

The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

- 1) if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  
- 2) if there is a discrepancy between the unit rate and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  
- 3) if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price. No credit shall be given for offering delivery period earlier than the specified period.

## **26. Evaluation of Technical Bids**

The Bidders who have duly complied with the Eligibility / Qualification and Evaluation Criteria will be eligible for further proceeding. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Technical Proposals shall be evaluated by the Technical Committee in the light of mentioned evaluation criteria.

## **27. Financial Proposal Evaluation**

- 1) Technically qualified/successful bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Procuring agency accordingly. The technically Eligible/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

- 2) Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Procuring agency, the contractor shall be bound to adjust the same in the Financial Proposal.
- 3) In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 4) In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 5) In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 6) The Procuring agency will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Intent (LOI) till termination of the signed contract in this regard.

## **28. Rejection / Acceptance of The Bid**

The Procuring agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring agency shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

## **29. Acceptance Letter**

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring agency shall issue the Intent Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

## **30. Redressal of Grievances by the Procuring Agency**

- 1) The Procuring agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 2) Any bidder feeling aggrieved by any act of the Procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 3) The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 4) Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 5) Any bidder not satisfied with the decision of the committee of the Procuring agency may lodge an appeal in the relevant court of jurisdiction.

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

The procuring agency will upload the minutes of the Financial Bid Opening to PPRA website or send them to all bidders by e-mail. It is the notification of award that constitutes the formation of the contract.

### **32. Performance Guarantee**

The successful Bidder must provide the Performance Guarantee (if demanded in the tender) within 15 days of receiving the award notification from the Procuring Agency. The Performance Guarantee should be in accordance with the Conditions of Contract.

### **33. Signing of Contract/ Issuance of Purchase Order**

The Procuring Agency will inform the successful bidder that its bid has been accepted, and the purchase order will be issued in accordance with the terms and conditions agreed to by both parties.

### **34. Procuring Agency's Right to Vary Quantities at Time of Award**

The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPRA-14 (not more than 15%).

### **35. Procuring Agency's Right to Accept or Reject All Bids**

As per rule 35 of PPRA-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals at any time prior to the acceptance of any bid or proposal, without thereby incurring any liability towards the bidders.

**36. Re-Bidding**

If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for bidders.

**BIDDER'S UNDERTAKING**

I, \_\_\_\_\_ hereby declare that the information and particulars furnished above by my office are true. I further declare that if any of the above particulars or information is found by the company to be inaccurate or false in any respect whatsoever, my Tender before or after the acceptance may be canceled and the whole process may be considered void ab-initio.

**Company Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

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

**TERMS & CONDITIONS OF THE CONTRACT**

**Contract Title:**

**[Name of Contractor]**

Dated:

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## **Contract Agreement**

This CONTRACT AGREEMENT (**this "Contract"**) made as of the **[day]** of **[month]**, **[year]**, between **[Punjab Livestock and Dairy Development Board]** (the "Purchaser"), on the one part,

and

**[full legal name of Contractor]**, on the other pan severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is-deemed to be included in any reference to the term "the Contractor."

### **RECITALS**

#### **WHEREAS,**

- a) The Company through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

#### **NOW THEREFORE, the Parties to this Contract agree as follows:**

1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Bidder's Proposal
  - c. Terms and Conditions of the Contract
  - d. Special Stipulations
  - e. The Technical Specifications

- f. Tender Form
- g. Price Schedule
- h. Affidavit(s)
- i. Authorized Dealership / Agency Certificate (if required)
- j. Performance Security
- k. Service Level Agreement (SLA) (if required by the Purchaser)
- l. Non-Disclosure Agreement (if required)
- m. Any Standard Clause acceptable for Purchaser

This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

**IN WITNESS** whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

**For [Punjab Livestock and Dairy Development Board]:**  
**Contractor]:**

**For [full legal name of the**

Signature Name

Signature Name

Name

Name

Witnessed By:

Witnessed By:

**WITNESSES:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

## **II. General Conditions of Draft Contract**

### **37. Contract**

The Purchaser shall, after issuance of LOA, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

### **38. Contract Duration**

The Contract duration is for the period of 06 Month starting from the date of issuance of Letter of Acceptance and extendable based on provisioning of satisfactory services / goods by the Contractor, needs, and requirements and approved budgetary provisions of the Purchaser.

### **39. Contract Documents and Information**

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **40. Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### **41. Standards**

The Goods supplied and the Services provided under this Contract shall conform to the authoritative latest industry standards.

### **42. Patent Right**

The Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

### **43. Execution Schedule**

The Contractor shall deliver/install Goods/equipment within two (02) weeks from the issuance of Acceptance Letter.

### **44. Packing**

The Contractor shall provide such packing of the Goods/items as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the

Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage I transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

#### **45. Delivery**

The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware with any associated/relevant software and its documentation. The approach shall address shipment of deliverables to the various designated (installation) sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods at various Government Offices in Punjab, as specified by the Purchaser at the time of delivery.

1. The Goods/Items/Services shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
2. The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

#### **46. Installation and Implementation**

1. The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
2. The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
3. The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
4. The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
5. The Contractor shall configure the system for high availability and reliability, of all hardware and software.

6. The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.
7. The contractor shall provide Operation and Maintenance training to at least two (02) designated employees of the procuring agency for the period of three months.

#### **47. Inspection and Testing**

1. The Client shall inspect and test the Goods supplied, and the Services, under the Contract, to verify their conformity to the Technical Specifications.
2. The Client shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specification.
3. The inspections and the tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the [premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.
4. The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.
5. The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
6. Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

#### **48. Taking-Over Certificate**

1. The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.
2. The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection /testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

3. Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

#### **49. Warranty**

1. The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.
3. The Contractor shall provide Manufacturer's warranty minimum one year (hereinafter referred as Warranty Period) after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:
  - i. Free, on-site repair / replacement of defective / damaged parts and labor, within 24 hours of intimation in Lahore and 48 hours outside Lahore;
  - ii. On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 24 hours in Lahore and 48 hours outside Lahore.
  - iii. The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.
  - iv. The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.
  - v. The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.
  - vi. The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.
  - vii. The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

## **50. Ownership of Goods and Replaced Components**

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the contractor as and where it lies.

## **51. Defects Liability Expiry Certificate**

1. The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

## **52. Payment**

1. The Contractor shall provide all necessary supporting documents along with invoice.
2. The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
3. The Purchaser shall get verified the details of equipment delivered against the invoice from the concerned team of PLDDB.
4. The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
5. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.
6. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

## **53. Price**

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

**54. Contract Amendment:**

1. The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need / requirement in the light of prevailing rules and regulations.
2. The Contractor shall not execute any change until and unless the Purchaser has allowed the said change, by written order served on the contractor with a copy to the client.
3. The change, mutually agreed upon, shall constitute part of the obligations under this contract, and the provisions of the contract shall apply to the said change.
4. No variation in or modification in the contract shall be made, except by written amendment signed by both the purchaser and the contractor.

**55. Assignment / Subcontract**

1. The contractor shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the purchaser's prior written consent.
2. The contractor shall guarantee that any and all assignees / subcontractors of the contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the contract applicable to such part / whole of the work under the contract.

**56. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**57. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day

between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

#### **58. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in the procuring agency, as per provision of Punjab Procurement Rules, 2014.

#### **59. Forfeiture of Performance Security**

1. The Performance Security shall be forfeited by the Purchaser, on occurrence of any/all of the following conditions:
2. If the Contractor commits a default under the Contract;
3. If the Contractor fails to fulfill any of the obligations under the Contract;
4. If the Contractor violates any of the terms and conditions of the Contract.
5. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 5% of total contract value shall be deducted from the payments to be made against the contract.
6. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
7. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

#### **60. Termination for Default**

1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice

to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

2. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works.' However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### **61. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

#### **62. Termination for Convenience**

1. The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
2. The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:
3. To have any portion thereof completed and delivered; and/or  
To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

#### **63. Force Majeure**

1. For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other

industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

2. The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure I delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
3. If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.
4. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and to avoid or overcome in the carrying out of its obligations here under.
5. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **64. Dispute Resolution**

1. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

## **65. Statutes and Regulations**

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## **66. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan. Purchaser shall deduct sales tax and income tax at the applicable rates by the concerned authorities.

## **67. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible I liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt rules and regulations for signing of the formal contract.

## **68. The Client**

1. The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
2. The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
3. The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

## **69. Authorized Representative**

1. The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any I all of the duties / authority, vested in them, to their authorized Representative(s), including but

not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the principal.

#### **70. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

#### **71. Training**

- 1) The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser/the Client to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.
- 2) In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

## **Cover Letter for the Submission of Financial Proposal**

To,

**Punjab Livestock & Dairy Development Board,**

18-KM, Shahpur Kanjran, Multan Road, Lahore

Phone No. 042-99333706

SUBJECT: **SUBMISSION OF FINANCIAL PROPOSAL**

**Dear Sir,**

Our company/firm is willing to provide the items included in the tender pursuant to the terms and conditions of the tender. We hereby submit our Proposal including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the work as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

**Yours sincerely,**

**Company/Firm Name:** \_\_\_\_\_

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

**Company Seal/Stamp** \_\_\_\_\_

## Price Schedules/ Financial Bid Sheet

Wanda Feed Ingredients shall be procured under a framework contract  
for a period of six (06) months.

Sr. No.	Description	Quantity	Rate Per Kg Inclusive of all taxes
Lot No. 01	DAP	10,000 Kg	2,756,000
Lot No. 02	Urea	20,000 Kg	1,714,400

Company/Firm Name: \_\_\_\_\_

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

Company Seal/Stamp \_\_\_\_\_

**Note:**

- No cutting or overwriting is allowed.
- Any cutting or overwriting will lead to rejection of the financial bid.
- The above-mentioned items should be delivered to Chak 60 Shamali, Livestock Experiment Station Khizerabad, Sargodha.

**ANNEXURES:**

**Annexure “A”**

**Organization Information**

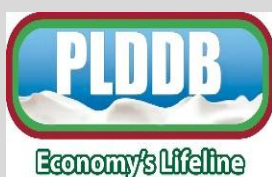
Sr. #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
4	Sales Tax Number		
5	What is the legal status of your organization/firm? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Others (Please specify)	
6	Name and designation of ‘Head of Organization’		
7	Mobile:		
	Phone/s:		
	Email:		
	Address of organization:		
	Website address:		
8	Name of ‘Contact Person’:		
	Designation of ‘Contact Person’:		
	Mobile:		
	Email:		

## Annexure “B”

<b>Technical Evaluation Criteria</b>				
Sr. #	Necessary Eligibility Information	Evidence/Proof Required	Points/ Marks	Marks Obtained
1	Copy of CNIC	Copy required	10	
2	Certificate of Company / Firm Registration / Incorporation under the laws of Pakistan.	Copy required	10	
3	Valid Income Tax Registration / General Sales Tax Registration (Status = Active with FBR)	Copy required	20	
4	Client/Customer List	Copy required	20	
5	Bank Statement of last three months	Copy required	20	
6	Affidavit on company letter head/stamp paper, declaring that company is not blacklisted by any Government/semi government/Autonomous Body /agency/authority/ Organization. (Original required)	Copy required	20	
<b>Total Marks</b>			<b>100</b>	

### Important Note:

Only those bidders/tenderers that score an aggregate score of 90 and above of overall Technical Bid Evaluation Criteria will be permitted to proceed to the Financial Evaluation stage of the bid process. It is mandatory to submit verifiable documentary proof for all of the above requirements and criteria points in order for marks to be awarded on the basis of these verifiable evidences.



Procurement Cell

**Punjab Livestock & Dairy Development Board**

18-KM, Shahpur Kanjran, Multan Road, Lahore.

☎ 042-99333706 ✉ info@plddb.pk

