

TENDER DOCUMENTS FOR

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**CARRIAGE CONTRACT - GWADAR PORT**

**Documents issued to:**

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**Date:**

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National Fertilizer Marketing Limited  
53 Jail Road  
Lahore

## **A- INVITATION TO BID**

NFML intends to invite experienced, capable and financially sound cartage NFML Pre-qualified transporters/contractors to participate in the tender for transportation of imported fertilizer by trucks / trailers or other justified means from Gawadar, Karachi and Bin Qasim Port to NFML consignees throughout Pakistan as and when directed by NFML.

National Fertilizer Marketing Limited (NFML) invites tender applications ("Tender Applications") from prospective bidders (each a "Prospective Bidder") for the execution and completion of NFML Cartage Contract for the year 2015 as detailed below.

## **B- INSTRUCTIONS TO BIDDERS**

It is clarified that this invitation to tender is without any engagement and consideration for awarding the contract. The acceptance of tender shall rest with the Company who does not bind itself to accept offers in part or in total. The Company may split the business by engaging one or more contractors (preferably lowest 05 bidders at the lowest offered rates), or reject all offers received without assigning any reason. It is also clarified that the Company is under no circumstances bound to accept the lowest or any offer if it doesn't fulfill the mandatory qualification requirements/documents/criteria mentioned in this document.

The Prospective Bidder shall bear all costs associated with the preparation and submission of this Tender Application, including, without limitation, all costs and expenses related to the Prospective Bidder's preparation of responses to questions or requests for clarification.

Interested firms/companies may obtain tender documents during office hours from the office of Manager (Commercial), 53 Jail Road, Lahore up to **9<sup>th</sup> February, 2015** till 04:00 P.M upon payment of a non-refundable fee of Rs.1,000/- (Rupees One Thousand only) for three sets for three ports in the form of DD/Pay order in the name of NFML.

### **Tender Application Due Date**

Tender applications should be dropped in the Tender Box on or before 10:30 AM Pakistan Standard Time (PST) till the Tender application Due Date **10<sup>th</sup> February, 2015** at the address provided above in the manner and form as detailed in this document . The applications submitted by hand or courier telex or e-mail will not be considered. However, NFML reserves the right to extend the Tender application submission Date and Time, at any time prior to opening of Tender Applications which will be opened on the same date at 11:00 AM Pakistan Standard Time (PST).

### **Late Tender Applications**

The Tender documents must be duly completed and delivered on or before 10:30 AM Pakistan Standard Time (PST) on the Tender application Due Date and Time in the manner and form as detailed in this document. Documents, which are received late, will be rejected and returned unopened.

NFML may reject all applications for tender without assigning any reason and without bearing any cost or claim in relation to it, as per rules. Applicants will be informed of the result of the evaluation of applications in due course of time.

For further details please contact:

**Manager Commercial**  
**53 Jail Road, Lahore**  
**Contact No: +92-42-99205666-73,**

The Tender Applications to be submitted by the Prospective Bidder shall comprise all the required documents according to the format provided in the document. All information provided by the Prospective Bidder through the documents mentioned in this document shall be **legally binding** on the bidder and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further NFML reserves the right without further recourse to verify at its own cost the accuracy of any information provided herein.

All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by a Firm/Company are under Oath. Any document/statement provided if proved false, misstated, concocted, or incorrect at any time during or after Tender will result into permanent disqualification and black listing of the firm/Company/Partners with their names displayed on PPRA website.

### **Language**

The Tender Application and all related correspondence and documents should be written in English. Supporting documents and printed literature furnished by Bidder with the Application may be in any other language provided that they are accompanied by appropriate translations of the submitted documents in English and being duly certified.

### **Currency**

The currency for the purpose of the Prequalification Application shall be Pak Rupee (PKR).

### **Format and Signing of the Tender Application**

Each Prospective Bidder shall prepare and submit Tender Application/forms shall be typed or written in indelible ink. The person or persons duly authorized to bind the Prospective Bidder shall sign the Tender Application by signing all pages of original application form, copies of all supporting documents (where applicable), all annexures / forms and any other supporting documents.

The Tender Application shall contain no alterations, omissions or additions, unless such corrections are not significant and are signed by the person or persons required to sign the Tender Application.

## Sealing and Marking of Tender Applications

Sealed application should be submitted to NFML enclosed in a **DOUBLE ENVELOPE with the OUTER ENVELOPE** bearing the words:

**"TENDER APPLICATION FOR NFML CARRIAGE CONTRACT 2015.**

**DO NOT OPEN BEFORE 10<sup>th</sup> February, 2015"**

The Tender Application must be deposited in the tender box and particulars of the application entered in the tender register, both placed at the Reception of the following office:

Manager Commercial

53 Jail Road, Lahore

Contact No: +92-42-99205666-73

**The inner envelope shall each indicate the name and address of the Prospective Bidder** to enable the relevant Tender Application to be returned unopened if it is declared "late". If the outer envelope is not sealed and marked as required, NFML will assume no responsibility for any Tender Application's misplacement or premature opening. If the outer envelope discloses the Prospective Bidder's identity, NFML will not guarantee the anonymity of the submission, but this disclosure will not constitute grounds for rejection.

**The "Competent Authority" for final decisions in any aspect of the entire process is Chairman National Fertilizer Corporation (NFC) by designation.**

## Evidence of Supporting Documents

NFML reserves the right to call for supporting documentation to verify the data provided by Bidder, at any time. The Bidder in such cases will need to provide the requested clarification / documents promptly and within three days of communication.

## Right to Reject All Applications

Notwithstanding anything contained in this tender document, NFML reserves the right to accept or reject all Tender Applications and to annul the Tender process and reject all Tender Applications / proposals, at any time even after opening without any liability or any obligation for such rejection or annulment as per PPRA Rules, 2004.

## Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for Bidders shall not be disclosed to any person not officially concerned with the process (except for verification or any other legal requirement). NFML will treat all information submitted as part of Tender Application in confidence and will require all those who have access to such material to treat the

same in confidence. NFML will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require information disclosure or unless deemed pertinent by NFML

Notwithstanding above, for operational requirements and to ensure conformity to relevant laws NFML reserves the right to share information/seek verification of vehicles (for successful contractors) used by contractor during urea transport with / from any government organization/department/agency at any stage and it will be the responsibility of the contractor to not use any such vehicle which is without valid registration , proper documentation or use of which violates any law, rule or regulation of any agency, department or organization of Pakistan.

### **Participation Restrictions**

- i. No Prospective Bidder may qualify if it owns more than five percent (5%) of the share (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Prospective Bidder or is a member of another bidding company / firm.
- ii. No Prospective Bidder may qualify if it has any representative on the Board of Directors of another Prospective Bidder.
- iii. No Prospective Bidder may qualify if any of NFML's advisors or external consultants holds any shares or has any representatives in the Board of Directors of the Prospective Bidder or is a member of another bidding company / firm.
- iv. No Prospective Bidder may qualify if it is fertilizer dealer, is enlisted with NFML as Labour, Security or Tally Contractor or if it has affiliation (first kin only) with any employee of NFML.
- v. Joint venture experience and its resources and subcontracts shall NOT be considered for qualification. However Limited Companies and Partnership firms would be considered as single entity.

### **Ineligibility of a Prospective Bidder**

If the Prospective Bidder has been barred / blacklisted from participating in any project by any federal, provincial or local government or any government instrumentality in Pakistan, whereas the bar subsists as on the request for Tender application advertisement publication date in newspaper, such entity shall not be eligible to participate in contract process, either individually or as a member of another bidding company. Any concealment at any later stage would automatically lead to cancellation of cartage contract with appropriate ancillary damages as determined by NFML.

The Prospective Bidder in the 5 (five) years preceding the Tender Application advertisement date in newspaper should NOT have:

- i. Failed to perform any contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder as the case may be; or
- ii. been expelled from any project or contract by any public entity or authority; or
- iii. had any contract terminated by any government or government instrumentality for breach by such Prospective Bidder.
- iv. defaulted on any account on any previous or current contract with NFML.

Such entity shall not be eligible to participate in Tender process, either individually or as a member of another bidding company. Any concealment at any later stage would automatically lead to cancellation of cartage contract with appropriate ancillary damages as determined by NFML.

Any concealment or later discovery of any default, concealment or misrepresentation by any means at any later stage would automatically lead to cancellation of pre-qualification and Cartage Contract with appropriate ancillary damages as determined by NFML.

**C- FORM OF BID (FORM A)**

Note: The offer should be valid for a period of **90 days** for processing of tenders, calculated from the date of opening of tenders/due date and should be unconditional. The quoted rates should be firm and final inclusive of all taxes, duties, levies etc. and shall not escalate due to change of distances of the destinations, or/and change in fuel prices etc. during the currency of the agreement.

*The tenderers must quote their slab rate(s) for each distance bracket(s) mentioned in **Form- A**. Tenderers are warned that they should offer their rates independent of each other. In case two or more tenderers engage themselves in pooling and submit their bids collusively, the Company will not only reject their tenders but also Black List them.*

*The tender of a tenderer will be rejected if it is established that he has tendered unrealistically low/ unworkable slab rate(s) for any distance bracket(s).*

**D- FORM OF CONTRACT**

SEE ANNEXURE "A"

**E- GENERAL OR SPECIAL CONDITIONS OF CONTRACT**

As detailed in the FORM OF CONTRACT. It is further clarified that this invitation to tender is without any engagement and consideration for awarding the contract. The acceptance of tender shall rest with the Company who does not bind itself to accept any offer/ offers in part or in total.

**F- PERFORMANCE CRITERIA**

As detailed in FORM OF CONTRACT

**G- LIST OF GOODS OR BILL OF QUANTITIES**

NFML expects to transport **APPROXIMATELY 300,000 M. TONS** of imported fertilizer on all three ports (100,000 M. TONS Approximately at each port through the Cartage Contractor(s) subject to the terms of Cartage Contract. The actual quantity to be transported will depend upon the allocation made to NFML by the Government of Pakistan and Fertilizer Imported by TCP at each Port(s).

**H- DELIVERY TIME OR COMPLETION SCHELDUE**

For Three (03) months from the date of signing of agreement.

**I- QUALIFICATION CRITERIA**

Pre-Qualified Cartage Contractors of NFML subject to terms and conditions mentioned in the tender document.

**Mandatory Documentation**

- i. Satisfactory completion report issued by GM (Distribution) for existing/previous NFML cartage contracts till date of publication of advertisement of invitation of bid.
- ii. FORM 1-6 all duly filled and signed as specified.
- iii. Copy of Attested CNIC and 02 Attested Colour Photographs of proprietor in case of sole proprietor.
- iv. Copy of Attested CNIC of Power of Attorney holder of applicant to represent the applicant

The following documents shall be provided as evidence in addition to any other document requested for the pre-qualification evaluation:

- i. Power of Attorney, duly registered in favour of employee in case the employee is authorized to represent and submit forms on behalf of the applicant.
- ii. Any other relevant information with documents in addition to the above that the /company Firm might like to furnish in support of their application.
- iii. The applicant firm/company shall also have to submit proof of occupancy/ownership of the stated office address such a registered ownership document, Registered Tenancy agreement along with excise department document/property tax and utility bill.

**J- EVALUATION CRITERIA**

Bids would be evaluated on the basis of rates quoted in **FORM A** (rate per M.Ton per Kilometer) for each destination and tentative quantity of urea for each destination given in Distribution Plan in **Annexure B** (actual quantities from each port to each destination may vary as per requirement). The total freight cost would be sum of freight of all destinations for respective quantities of urea to be transported. The evaluation would be made on lowest total freight offered for each port separately subject to PPRA Rules.

**K- FORMAT OF ALL SECURITIES**

The bid security worth **Rs.50,00,000/- (Rupees Five Million Only Refundable)** for all three Ports in the shape of Demand Draft/ Pay Order issued in favour of and payable to NFML, 53-Gulberg Road, Lahore should be submitted latest by **1030** hours on **10<sup>th</sup> February, 2015** payable at Lahore. The successful parties would have to deposit an additional amount of Rs. 150,00,000/- (Rupees Fifteen Million Only) for all three Ports as performance Guarantee/security in addition to bid security. Deposit at call or security deposit certificate etc. shall not be accepted.

NFML may at its own discretion may ask for additional appropriate security guarantee (proportional to allocated urea) as and when deemed appropriate/required by NFML in shape of Bank Guarantee issued by at least A+ rated scheduled bank valid for at least 06 months which must be provided by the bidder within 07 days notice.

**L- DETAILS OF STANDARDS THAT ARE TO BE USED IN ASSESSING THE QUALITY OF TRANSPORT SERVICES**

As detailed in FORM OF CONTRACT



### Tender Application Data Sheet

The following specific data shall supplement the provisions in the Instructions to Prospective Bidders.

1.	Project Name	NFML Carriage Contract 2015
2.	Name of Contracting Authority	National Fertilizer Marketing Limited
3.	Address of Contracting Authority	<b>National Fertilizer Marketing Limited Manager Commercial 53 Jail Road, Lahore Contact No: +92-42-99205666-73</b>
4.	Address for Submission of Tender Document	<b>National Fertilizer Marketing Limited 53 Jail Road, Lahore</b>
5.	Tender Application Submission Deadline	10 <sup>th</sup> February 2015, 10:30 A.M. PST
6.	Tender Opening Date/Time	10 <sup>th</sup> February 2015, 11:00 A.M. PST
7.	Language of Tender Application	English
8.	Duration of Project	Three (03) months from the date of signing of agreement.

**FORM A**

**LOCATION:**

**GWADAR PORT**

For and in consideration of all the cartage work to be performed as per this tender enquiry, the tenderer offers the rates as hereunder:

Distance Brackets	Freight Rate (Rs)
<b>Upto 710 Kms (Flate Rate per ton)</b>	
711 to 750 Kms (Flat Rate per ton)	
751 to 790 Kms            -do-	
791 to 830 Kms            -do-	
831 to 870 Kms            -do-	
871 to 910 Kms            -do-	
911 to 950 Kms            -do-	
951 to 990 Kms            -do-	
991 to 1030 Kms           -do-	
1031 to 1070 Kms           -do-	
1071 to 1110 Kms           -do-	
1111 to 1150 Kms           -do-	
1151 to 1190 Kms           -do-	
1191 to 1230 Kms           -do-	
1231 to 1270 Kms           -do-	
1271 to 1310 Kms           -do-	
1311 to 1350 Kms           -do-	
1351 to 1390 Kms           -do-	
1391 to 1430 Kms           -do-	
1431 to 1470 Kms           -do-	
1471 to 1510 Kms           -do-	
1511 to 1550 Kms           -do-	
1551 to 1590 Kms           -do-	
1591 to 1630 Kms           -do-	

1631 to 1670 Kms	-do-	
1671 to 1710 Kms	-do-	
1711 to 1750 Kms	-do-	
1751 to 1790 Kms	-do-	
1791 to 1830 Kms	-do-	
1831 to 1870 Kms	-do-	
1871 to 1910 Kms	-do-	
1911 to 1950 Kms	-do-	
1951 to 1990 Kms	-do-	
1991 to 2030 Kms	-do-	
2031 to 2070 Kms	-do-	
2071 to 2110 Kms	-do-	
2111 to 2150 Kms	-do-	
2151 to 2190 Kms	-do-	
2191 to 2230 Kms	-do-	
2230 to above	-do-	

Note:

i) The slab rates may be quoted up to 2 decimals only. The rate quoted against each distance bracket must be independent because while calculating freight the preceding distance brackets rate/ freight will not be included in it.

ii) The quoted freight rates ***MUST be progressive Ex-GWADAR PORT.***

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

Signed: \_\_\_\_\_

CNIC NO.: \_\_\_\_\_

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

**APPLICATION AND DATA FORMS**

**FORM 1**

**INTEGRITY PACT /DISCLOSURE CLAUSE**

(ON JUDICIAL STAMP PAPER DULY NOTORIZED)

The candidate firm/company/proprietor hereby declares its intention not to obtain the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative sub-division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the forgoing the candidate firm has not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliation, agent, associate, broker, consultant, director, promoter, shareholder sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Seller / Supplier / Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The candidate firm accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured through any of the aforesaid corrupt business practices shall with prejudice to any other right and remedies available to Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard, the Seller / Supplier / Contractor agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in any amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Seller / Supplier / Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Government of Pakistan.

**Signed:** \_\_\_\_\_

**CNIC:** \_\_\_\_\_

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

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

**Address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**FORM 2**

**APPLICATION SUBMISSION FORM**

(The covering letter is to be submitted by the interested company / firm, on appropriate company letterhead)

**To, The Manager Commercial, NFML**

**Subject: TENDER APPLICATION FOR NFML CARRIAGE CONTRACT 2015**

Dear Sir,

I ..... the undersigned, being duly authorized to represent and act on behalf of..... applies for tender application and accepts the exclusive application of the federal laws of Pakistan and provincial laws of Pakistan and established principles/rules of NFML with respect to these prequalification procedures and enclose the tender documents and declare the following:

- (a) I have examined and have no reservations to the Tender Document.
- (b) I understand that NFML may cancel the Tendering process at any time without incurring any liability to the Applicants.
- (c) Bids by applicants will be subject to verification of all information submitted for bidding;
- (d) NFML reserves the right to amend the scope and value of any contract under this Tender;
- (e) That all the information provided/submitted is under Oath and is complete, true and correct in every detail and no information adversely affecting tender application is withheld.

**2.** NFML and its authorized representative(s) may contact the following person(s) for further information, if needed;

Person to be contacted: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Signed:** \_\_\_\_\_

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

**CNIC:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Place:** \_\_\_\_\_

**FORM 3**  
**Power of Attorney**

(On a Stamp Paper of appropriate value **DULY REGISTERED**)

Know all, by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ R/o \_\_\_\_\_ having CNIC \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_ as 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 Tender application and including signing and submission of all documents and providing information/ responses to NFML, representing us in all matters before Government of Pakistan, and generally dealing with NFML in all matters in connection with our request for .Tender application.

**Signed:** \_\_\_\_\_  
**CNIC:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Place:** \_\_\_\_\_

**STAMP OF COMPANY**

The mode of execution of the Power of Attorney should be in accordance with the procedure, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.

**FORM 4**  
**AFFIDAVIT FOR NOT HAVING BEEN BLACKLISTED/BARRED/DEFAULTED**  
ON JUDICIAL STAMP PAPER DULY NOTORIZED)

1. The candidate firm/company/proprietor hereby declares that it has not been ever barred / blacklisted from participating in any project by any federal, provincial or local government or any government instrumentality in Pakistan.
2. The candidate firm/company/proprietor further declares that since the 5 (five) years preceding the Tender Application advertisement date in newspaper it has NOT:
  - i. Failed to perform any contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder as the case may be; or
  - ii. has been expelled from any project or contract by any public entity or authority; or
  - iii. had any contract terminated by any government or government instrumentality for breach by such Prospective Bidder.
  - iv. defaulted on any account on any previous or current contract with NFML
3. That any concealment or later discovery of any default, concealment or misrepresentation by any means at any later stage would automatically lead to cancellation Cartage Contract with appropriate ancillary damages as determined by NFML.

**Signed:** \_\_\_\_\_

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

**CNIC:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Place:** \_\_\_\_\_

**FORM 5**

**ACCEPTANCE LETTER**

**The Manager (Commercial)**

National Fertilizer Marketing Ltd.

53-Gulberg Road

**Lahore.**

Dear Sir,

We have read and understood the prescribed terms and conditions contained in **Tender Document** and have signed on all pages of the terms and conditions as a proof of our acceptance. Our offer is, therefore, subject to these terms and conditions. We declare that the rates quoted by us are unconditional, independent of rates quoted by other contractors and that we have not manipulated the rates in collusion with other contractors, neither have we formed pool of any nature. We have submitted a Demand Draft/Pay Order for **Rs. 50,00,000/- (Rupees Five Million Only)** payable to National Fertilizer Marketing Limited, 53-Gulberg Road, Lahore, as bid security for all three Ports. **We agree that we unconditionally will submit Performance guarantee/Security in shape of Bank Guarantee from at least an A+ rated scheduled bank valid for six months as and when deemed appropriate and demanded by NFML within 07 days in addition to performance guarantee of Rs 150,00,000/- (Rupees Fifteen Million Only) Plus Rs.50,00,000/- (Rupees 05 Million Only) Bid Security for all three Ports.** The rates quoted are firm and final and inclusive of all taxes and duties and shall not be escalated due to the change of distance of the destinations, or/and change in fuel price etc. during the currency of the agreement. We also declare that we have not quoted unrealistically low or unworkable slab rate(s) for any distance bracket(s). The offer is valid up to a period of 90 days calculated from the date of opening of the tender documents by your Company.

Yours faithfully

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

Signed: \_\_\_\_\_

CNIC NO.: \_\_\_\_\_

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



**FORM 6**  
**CHECKLIST (Tick Relevant Column)**

<b>CHECKLIST</b>		Yes	No
<ul style="list-style-type: none"><li>• <b>ATTESTED</b> copies of all documents as required in Form 1-6</li></ul>		Yes	No
<ul style="list-style-type: none"><li>• BID FORM <b>A</b> duly filled as detailed</li></ul>		Yes	No
<ul style="list-style-type: none"><li>• 02 coloured attested passport size photographs and CNICs of proprietor, Director(s) and Attorney holder</li></ul>		Yes	No
<ul style="list-style-type: none"><li>• Forms 1 to 7 along with all requisite and supporting documents duly filled and signed as specified</li></ul>		Yes	No

**Signed:** \_\_\_\_\_

**CNIC:** \_\_\_\_\_

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

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

**Address:** \_\_\_\_\_

**Place:** \_\_\_\_\_

## **ANNEXURE A (FORM OF CONTRACT)**

### **APPOINTMENT OF CARTAGE CONTRACTOR:**

1. That the Cartage Contractor shall work as a non-exclusive Cartage Contractor of the Company with immediate effect for the period of three months from the date of signing of agreement and delivery of imported fertilizer through trucks/trailers or other justified means from **Gwadar Port** (hereinafter referred to as the Port) to such destinations/places in such quantities and in such a manner as the Company shall direct.

### **ESTIMATED QUANTITIES TO BE TRANSPORTED:**

2. The Company expects to transport the imported fertilizer through the Cartage Contractors with immediate effect for the period of three months from the date of signing of agreement. The actual quantity to be transported will depend upon the allocation made to NFML by the Government of Pakistan and Fertilizer Imported by TCP.

### **AVAILABILITY OF MINIMUM NUMBER OF TRUCKS:**

3. The actual requirements of trucks will be determined by the Company from time to time and conveyed to the Cartage Contractor through Port Representative at Gwadar. It is clearly understood that the Cartage Contractor will be required to provide the number of trucks per day as directed by the Port Representative on 24 hours notice. The Company shall reserve the right to withdraw its requisition in part or whole at any time without assigning any reason or paying any compensation to the Cartage Contractor.

### **DAMAGES FOR FAILURE TO PROVIDE REQUIRED TRUCKS:**

4. i) If the Cartage Contractor fails to provide the requisite number of trucks as per para 3, damages at the rate of Rs.500.00 per truck per day shall be imposed for the daily deficit in the trucks against the stipulated requirement. These damages can be imposed in addition to the provisions of para 9 solely at the discretion of the Company.  
  
ii) If the transport is not made available as per requirement of NFML then the demurrage if imposed will be debited/recovered from the Cartage Contractors.

### **RATE OF FREIGHT:**

5. i) In consideration of his services for transportation and delivery of fertilizer, the Cartage Contractor shall be paid freight by the Company at the rates specified in the Annexure-A.

- ii) The freight will be paid on the basis of rate(s) applicable for the precise distance to the destination. The determination of the distance shall be worked out on the basis of shortest possible motorable routes from zero point **Gwadar Port** in accordance with the latest 'List of Distances' available with the Distribution Department of the Company. However, during the currency of the contract, the Company reserves the right to change/ reduce the distance of any destination if it is found that the said distance is not based on the shortest possible motorable routes, from the **Gwadar Port**. The Cartage Contractor shall be bound to accept the distances approved by the Company from time to time and the distance given in the list in no way, entitles a Contractor/ Transporter to claim freight bill only on the basis of this document. The freight bills, in all cases, will be restricted to actual motorable kilometers. The Cartage Contractor will under no circumstances claim more mileage than the actual mileage done by his vehicle.
- iii) Whenever necessitated by exceptional circumstances and whenever deemed unavoidable, the company reserves its right to review the freight rates. The Contractor however, shall have no right whatsoever, under any circumstances to demand/ claim any revision in freight rates as mentioned above.

#### SUBMISSION OF FREIGHT BILLS AND PAYMENT:

- 6. i) The Cartage Contractor shall submit weekly bills to the Port Representative at Gwadar for the work done under this Agreement on the standard bill form as prescribed by NFML. The bills will be submitted alongwith the Cartage Contractor's copies of the supply order/ stock transfer notes duly signed and stamped by the consignee. Payment will be made within 15 days of receipt of the proper bill. No freight claim shall be accepted if submitted later than 35 days from the date of dispatch of fertilizer. In extraordinary circumstances, bills submitted after 35 days will only be accepted on the written approval by the NFML **Competent Authority** and the contractor shall be bound to pay damages at the rate of 2% of the freight bill's amount, unless such damages are waived under clause 28 of this Agreement.
- ii) The Cartage Contractor will be bound to submit all the pending freight bills/ clear his accounts within 40 days of the expiry of Contract. In case of non compliance, the Cartage Contractor shall be liable to pay damages @ 4% of the freight bills amount submitted after 40 days of the expiry of Contract, and after 60 days the cost of outstanding truck(s) be adjusted against pending bills which will only be reimbursed after NFML **Competent Authority's** approval when acknowledgement(s) are submitted by the Cartage Contractor.

#### SITE OFFICE OF THE CARTAGE CONTRACTOR

- 7. i) The Cartage Contractor shall at his own cost and expense establish an independent office with telephone connection at a site close to the **Gwadar Port** to enable the Company to have liaison with the Contractor or his authorized representative as and when required without any loss of time. Such representative shall be literate/ competent enough and mutually acceptable to handle the work involved and shall be replaced by a substitute upon any complaint made against him by the Company.

- ii) The Cartage Contractor shall ensure that his representative is permanently posted at the **Gwadar Port** in order to take and acknowledge the receipt of delivery of the supply order/ stock transfer notes.

CARTAGE CONTRACTOR TO MAINTAIN RECORD OF SUPPLY ORDERS AND STOCK TRANSFER NOTES RECEIVED AND OTHER DOCUMENTS:

8. The Cartage Contractor will maintain a record of all supply orders and stock transfer notes received by him for execution in a proper register. All dispatches made against the documents received will be recorded date wise. The relevant information pertaining to truck numbers etc. will also be duly recorded.

CARTAGE CONTRACTOR TO TAKE DELIVERY OF FERTILIZER IN ACCORDANCE WITH TIME GIVEN IN SUPPLY ORDER/ STOCK TRANSFER NOTE:

9. i) The Cartage Contractor or his authorized representative after receiving the supply order/stock transfer note agrees to take delivery of fertilizer in accordance with the supply order/stock transfer note within a period in any case not exceeding one day from the date of supply order/stock transfer note handed over to him or his authorized representative by the Port Representative of the Company, failing which the Cartage Contractor shall be liable to pay damages at the rate of Rs.500.00 per ten metric tons per day. Such damages shall be deducted from the bill(s) of the Cartage Contractor without any notice.
- ii) In case the Cartage Contractor fails to take delivery of the fertilizer mentioned in the Supply Order/Stock Transfer Note within the period specified above, the Port Representative may in his discretion withdraw all those supply orders/ stock transfer notes which are not executed within time provided such withdrawal is communicated in writing to the Cartage Contractor. In such an event, the Port Representative/ the Company shall make alternative arrangement for dispatch of fertilizer covered by the Supply Order/ Stock Transfer Note at the risk and cost of the Cartage Contractor and the actual expenditure thus incurred shall be debited to the account of Cartage Contractor who shall also remain liable to pay the damages as per clause 9 (i) for failure to take delivery of the fertilizer within the specified time.
- iii) In case of loss of a supply order/ stock transfer note by the Cartage Contractor prior to loading of fertilizer, he would render himself liable to pay damages at the rate of Rs. 1000.00 for each Supply Order lost and Rs. 300.00 for each Stock Transfer Note lost.

CARTAGE CONTRACTOR TO DELIVER FERTILIZER WITHIN TIME TO CONSIGNEE(S)

10. The Cartage Contractor shall transport the fertilizer within three (03) days time to Karachi Transshipment Godowns when the truck leaves the Gwadar Port. In case the cartage contractor fails to deliver the fertilizer within the specified time, he will be liable to pay damages @ Rs.400.00 per ten metric ton for each day of delay. The cartage contractor shall then transport the fertilizer to the designated destination (s) and effect delivery to the consignee(s) ordered by the Company within the hereinafter mentioned maximum periods calculated from the time loaded trucks leave the Karachi Godowns. Where distance of destination (from Karachi Godowns) upto 100 kms, the maximum period during which delivery

must be made shall be one day, where the distance is from 101 kms to 300 kms, this period must be 2 days and where the distance is from 301 to 600 kms the delivery must be made within 3 days, where the distance between 601 to 900 kms the period will be 4 days and where the distance is beyond 901 kms, the period will be 6 days. In case the Cartage Contractor fails to deliver the fertilizer within the specified time, he will be liable to pay damages at the rate of Rs.400.00 per ten metric ton, for each day of delay. The penalties under this clause are applicable up to a maximum of 15 days, non receipt of Urea after 15 days will be default under clause 19 only.

CARTAGE CONTRACTOR TO OBTAIN SIGNATURES ETC. FROM CONSIGNEE UPON DELIVERY

11. The Cartage Contractor shall deliver the product to the consignee at the destination designated by the Company and obtain signatures alongwith delivery date and stamp from the consignee for the receipt thereof on the Supply Order/ Stock Transfer Note form. In case it is found that forged signatures/stamp are appended/ affixed on any Supply Order/ Stock Transfer Note, the Cartage Contractor shall be liable to pay damages @ Rs. 10,000.00 per Supply Order/ Stock Transfer Note.

NON-DELIVERY OF CONSIGNMENT AT DESIGNATED DESTINATION/ DUMPING

12. In case the Cartage Contractor in connivance with the consignee delivers/ unloads/ dumps the consignment at a place other than the designated destination, the Cartage Contractor shall be liable to pay to the Company the full value of the consignment at TCP Import price plus damages amounting to **Rs. 40,000.00** per Supply Order/ Stock Transfer Note. Besides, no freight charges shall, in such cases, be payable to the Cartage Contractor. In addition the Company will be within its right to terminate the Agreement, "In addition each violation under this clause would also be dealt under clause 19 of this agreement" forthwith.

CARTAGE CONTRACTOR TO SEEK COMPANY'S DIRECTIONS ON CONSIGNEE'S REFUSAL TO ACCEPT DELIVERY

13. In the event of the designated consignee refusing to accept the fertilizer the cartage contractor shall seek necessary directions of the Marketing Officer/Regional Manager of the company in the region, who so ever is applicable.

CARTAGE CONTRACTOR TO ENSURE CORRECT AND PROPER LOADING

14. Loading both at **Gwadar Port** and unloading from trucks at destination(s) will not be the responsibility of the Cartage Contractor. However, at the time of loading the Cartage Contractor or his authorized representative will supervise the loading of fertilizer to ensure that the number of bags mentioned in Supply Order/ Stock Transfer Notes are exactly loaded and there is no improper loading. In case there is any delay or any loss, theft and adulteration or damage to the fertilizer due to improper loading after it has left Gwadar Port, the Cartage Contractor will be held responsible for the same, by the Company and will be liable to make good the losses as per Para's 10,12, 19 & 20.

#### CARTAGE CONTRACTOR TO COVER TRUCKS WITH TARPAULIN

15. The Cartage Contractor shall cover the entire product by tarpaulin at all times while in transit to avoid damage by rain, dust or other weather effects. If during transit the fertilizer is damaged by rain, dust or other weather effects, the Cartage Contractor will be held responsible for the damage as per para 20. External spoiling of bags through settlement of dust or soiling for any reason shall be construed to be damage to the product, and damages shall be levied on the contractor proportionate to the assessed value. The use of tarpaulins shall be checked at the receiving end by the consignee. In case of a report by the consignee regarding tarpaulins not being used, the Cartage Contractor will be liable to pay damages @ Rs.500.00 per truck in addition to the amount paid on account of damage to the product.

#### CARTAGE CONTRACTOR NOT TO CHANGE TRUCK:

16. The Cartage Contractor will be responsible to deliver the fertilizer in the same truck which has taken delivery at Gwadar Port. In case the truck receiving delivery from Gwadar Port meets an accident and does not remain in road worthy condition, the fertilizer may be transferred to the other truck(s) by the Cartage Contractor who shall ensure its delivery to the destination in the original condition. The matter must be immediately reported to General Manager (Distribution/ Marketing) NFML, in writing and the time frame for delivery of consignment at destination may be extended by giving margin up to four (04) days.

#### CARTAGE CONTRACTOR TO BEAR STORAGE / HANDLING COST AT HUB/KARACHI

17. For operational efficiency NFML will be within its right to allow Cartage Contractors to transship product in another vehicle of larger capacity from Hub / Karachi and for inventory control of such product shall be stocked at Godown located at Hub / Karachi managed by NFML staff. The cartage contractors to bear all storage/handling charges on pro-rata basis of handled volume. However per bag cost calculated on total volume handled in this case shall not exceed Rs. 15/- per bag.

#### DRIVER OF TRUCK TO CARRY NECESSARY DOCUMENTS:

18. It will be responsibility of the Cartage Contractor to ensure that the driver of the truck presents on demand to the Competent Authority representing the Government or the Company documents related to the fertilizer carted by him i.e. Supply Order/Stock Transfer Notes, issued by the Company. **"BILTY"** specifying the consignee and documents prescribed in the Motor Vehicles Act of Pakistan.

#### COMPENSATION FOR LOSS AGAINST NON DELIVERY:

19. In case the consignment is not delivered to the designated consignee within 15 days of the dispatch of the fertilizer then on 16<sup>th</sup> day of the dispatch of fertilizer the Cartage Contractor will be liable to pay to the Company the full value thereof at the TCP Import Price of the fertilizer alongwith total damages of

Rs.40,000.00 i.e. Rs.20,000.00 + Rs.20,000.00 as per clause 19 (i) per Supply Order/ Stock Transfer Note (per ten metric tons). No freight charges in such cases will be payable to the Cartage Contractor. FIR shall not be defence. In addition the Company will be within its right to forthwith suspend the transportation through the Cartage Contractor for a definite or an indefinite period " for cumulative non delivery of six (06) Stock Transfer Notes within the duration of this contract. Two suspensions within the duration of the contract result in temporary or permanent Black Listing as provided under rule 19 Of Public Procurement Rules, 2004 subject to providing opportunity of hearing within five (05) days notice and pending freight bills will not be defense. Each suspension will result in 10% deduction in total marks obtained for every future pre-qualification process.

20. Whatever, may be the cause(s) for a consignment being delivered to the consignee are short/ damaged, the Cartage Contractor shall be liable to pay to the Company the full value of the damaged or short fertilizer at Company's official at TCP Import Price. Any adulteration shall be deemed as damage to the fertilizer/ Company's goodwill and damages at the rate of Rs.20,000.00 per truck of ten metric tons shall be imposed on the Cartage Contractor irrespective of the number of bags adulterated. The consignment will be rejected and total cost of fertilizer will be recovered from the Cartage Contractor. Besides, the Company will have the option to terminate his agreement.
21. It is understood that the Cartage Contractor shall not be absolved of his liability under this Agreement where consequent upon a road accident whether caused by the negligence of the employees of the Cartage Contractor or the third party, the delivery of the consignment is not made or is delayed or the fertilizer is damaged, lost or pilfered.
22. The Cartage Contractor shall be responsible for the acts, commissions or omissions of his drivers and other servants and employees engaged by him and shall remain liable to pay to the Company the amounts hereinbefore mentioned, where for any reason(s) there is any delayed delivery, non-delivery or short delivery of fertilizer or damage or loss to the fertilizer howsoever caused while the fertilizer is in the charge of and under the control of the Cartage Contractor.

CARTAGE CONTRACTOR TO KEEP COMPANY INDEMNIFIED:

23. The Cartage Contractor shall be solely responsible for any accident sustained by any of his labourers, drivers and other servants, agents and employees concerned in the handling and carriage of the product whether or not resulting in death and disability and shall be liable for all damages or compensation payable in respect of such accidents whether under the Workmen's Compensation Act or the Fatal Accident Act, or any other enactment or law for the time being in force and shall keep the Company indemnified from all claims made against the Company arising out of the work carried out by the Cartage Contractor under this Agreement. The Cartage Contractor shall be solely responsible for any and all liabilities arising in favour of third party.

CARTAGE CONTRACTOR NOT TO DEMAND ANY PAYMENT OF FREIGHT FROM CONSIGNEE/ ILLEGAL FREIGHT CHARGES:

24. Under no circumstances, the Cartage Contractor or any of his drivers/ employees shall demand from the consignee the freight or any payment whatsoever. In case it is found and confirmed by the Marketing Department of the Company that any such demand has been made or any amount has been charged by the Cartage Contractor or his driver/ employee from the consignee, damages amounting to Rs.5,000.00 per supply order shall become payable by the Cartage Contractor to the Company. In such an event, the Cartage Contractor shall also lose his right to receive freight for the consignment in question and the actual amount if paid by the consignee shall be recoverable from the Cartage Contractor for reimbursement to the consignee. In addition, the Company shall be within its right to forthwith terminate this Agreement.

FALSE INFORMATION BY THE CARTAGE CONTRACTOR:

25. In case it is found that the information and documents furnished by the Cartage Contractor at the time of tenders or thereafter are false or bogus, the Company in addition to other remedies available to it, shall have the right to terminate this Agreement forthwith.

AGREEMENT NOT ASSIGNABLE:

26. i) The Cartage Contractor shall not at any time assign or sub-contract any one or more of the obligations imposed on him under this Agreement unless the Company by its written permission allows him to do so.
- ii) In case the Cartage Contractor sublets the Contract, the Company shall be within its right to terminate the Agreement forthwith forfeiting the security deposit and Black Listing the party.

NO WAIVER UNLESS EXPRESSLY AGREED:

27. Unless expressly agreed, no failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as waiver thereof. Part performance shall not be construed a waiver of any breach of this Agreement.

POWER OF COMPETENT AUTHORITY OF THE COMPANY TO REMIT OR WAIVE DAMAGES:

28. The Competent Authority of the Company may in his discretion remit or waive wholly or in part any damages imposed under this agreement where he is satisfied that there do exist extenuating or mitigating circumstances to justify such a concession.

SECURITY DEPOSIT/PERFORMANCE GUARANTEE:

29. The Security deposit/Performance Guarantee of **Rs.150,00,000/-** (Rupees Fifteen Million Only) for all three Ports deposited by the Cartage Contractor at the time of this contract shall be kept by the Company as security deposit against transportation contract from all the three Ports i.e. ex-Karachi/Bin Qasim/ Gwadar Ports in addition to Rs. 50,00,000/- (Rupees Five Million) as bid security.



The security thus deposited shall remain at the disposal of the Company, who has the right to utilize it in any manner deemed fit. The Company shall also be within its right to appropriate/ forfeit the Security Deposit on account of any damage or loss caused directly or indirectly by the Cartage Contractor or on account of his failure to discharge any of his obligations under this Agreement or his failure to observe any of the terms and conditions of this Agreement. The aforesaid Security Deposit will be refunded to the Cartage Contractor on the expiry of the contract when the Company has no claim against the Cartage Contractor for the loss or damage caused to the Company or by failure of the Contractor in observing any of the terms and conditions of both Karachi & Gwadar Port contract. The contractor performing at all the three ports have to be submitting clearance before claiming for refund of his security deposit.

TOLL TAX, RAHDARI ETC:

30. No Toll Tax or Rahdari shall be paid by the Company. The Company shall pay Octroi Tax, if levied, at actuals, on production of the proper receipts issued by the authorities concerned.

COMPANY'S OPTION TO TRANSPORT THROUGH OTHERS:

31. The Company reserves the right to transport the fertilizer Ex- **Gwadar Port** by **NLC** Containers/ Trucks, dealers/ bulk purchasers own carriers, private carriers, or by other Cartage Contractors, or by its own transport in its discretion. In the event of mal-performance/ non-performance by the Cartage Contractor(s), the Company has also the right to arrange transportation through any means at the risk and cost of the Cartage Contractor and recover/debit the actual expenditure thereby incurred on transportation and handling including loading etc.
32. The Company reserves the right to appoint one or more Cartage Contractors at a time for handling the fertilizer Ex-Gwadar Port and may appoint additional Cartage Contractor(s) without calling for new tenders/quotations at prevailing rates & terms and conditions any time deem necessary.

CHANGE IN THE CONSTITUTION OF FIRM PARTNERS ETC:

33. Any change, in constitution of the firm of the Cartage Contractor shall be notified in writing to the General Manager (Distribution/ Marketing), National Fertilizer Marketing Limited, 53-Gulberg Road, Lahore. Such change, however, shall not relieve any former member of the firm from any liability under the contract.

DURATION AND EXTENSION OF THE AGREEMENT – PAYMENT OF DAMAGES:

34. i) This Agreement shall come into effect with immediate effect from the date of signing of agreement for a period of three (03) months and which will be extendable by mutual consent of the firm and NFML.
- ii) The Cartage Contractor shall be liable to pay damages for its defaults under various clauses of the Cartage Agreement after the expiry of the contract till the final clearance of accounts. The Company shall be thus, within its rights to

recover/ debit to the account of Cartage Contractor the total amount of such damages after expiry of the contract and till settlement of the final account with the Cartage Contractor.

TERMINATION AND SUSPENSION:

35. The Company may terminate this Agreement at any time without assigning any reason during its currency by serving 15 days notice in writing in that behalf on the Cartage Contractor/ and immediately upon the expiration of the notice, this Agreement shall absolutely cease and terminate but without prejudice to the rights of either party against the other in respect of any antecedent breach of any of the provisions hereof or other claim whatsoever. This contract stands cancelled if the policy of the Government changes regarding the distribution of fertilizer by the NFML.
36. If in the opinion of the Company the Cartage Contractor fails to act diligently, efficiently and carefully or fails to carry out any of his obligations under this Agreement for any reason whatsoever, the Company shall have the right to suspend transportation through the Cartage Contractor for a definite or an indefinite period or to terminate this Agreement with immediate effect, as well as the right to debar/ blacklist the Cartage Contractor from participation in the future Cartage Tenders of the Company.
37. Cartage contractor shall not be eligible for NFML dealership for fertilizer sale. If the cartage contractor found to be a part of company dealership network at any stage, his agreement will be terminated and will be blacklisted.
38. On termination of this agreement under para(s) 12, 20, 24, 25, 26 (ii) or 36 or where transportation through Cartage Contractor is suspended, the Company shall have the right to make alternative arrangements for the transportation of fertilizer at the cost and expense of the Cartage Contractor.

FORCE MAJEURE

39. Neither party shall be liable for any delay or default caused by the event of Force Majeure.

ARBITRATION:

- 40 i) Any question, dispute or difference between the parties arising out of/ or under this Contract, shall be referred to the decision of Sole Arbitrator to be appointed by the Competent Authority of National Fertilizer Marketing Limited, 53-Gulberg Road, Lahore. The decision of such an Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be held at Lahore in accordance with Arbitration Act 1940.
- ii) Work under the Contract shall, if reasonably possible continue during the arbitration proceedings and no payment due or payable under the Agreement shall be withheld unless it is a matter in dispute under Arbitration.

### JURISDICTION:

- 41 Subject to the provisions contained in Para 40, only the Courts at Lahore, shall have the jurisdiction to adjudicate over any matter which may arise under this Agreement.

### INTEGRITY PACT

- 42 i) The Cartage Contractor will be obliged to sign a surety bond, ensuring that, under no circumstances, work environments or operational condition, he will not resort to state orally or express in writing, during currency or on expiry of contract, which at any time, can implicate signatories of the contract or NFML management (Previous/Present) at any stage at any time. A contract without such surety bond will be considered invalid.
- ii) The Cartage Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.
- iii) Without limiting the generality of the foregoing, the Cartage Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.
- iv) The Cartage Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- v) The Cartage Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP under any law, contract or other instrument, be avoidable at the option of GOP.
- vi) Notwithstanding any rights and remedies exercised by GOP in this regard, the Cartage Contractor agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by the Cartage Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

**ANNEXURE “B”**

DISTRIBUTION PLAN FOR 300,000 M.Tons for all three ports (1/3<sup>rd</sup> Quantity, i.e. 100,000 M.Tons tentatively for each port). Note this quantities and destinations (and its distribution) are for bid evaluation purpose and approximate and may vary as per actual requirement, actual import of urea, and actual arrivals at three ports.

<b>DISTRICT WISE DISTRIBUTION PLAN OF IMPORTED UREA 210,000 M. TONS OUT OF 300,000 M. TONS FOR PUNJAB BASED ON CULTIVATED AREA</b>
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SR. NO.	DISTRICT	DISTANCE K.M.			% AGE OF CULTIVATED AREA	QUANTITY (M. TONS)
		KPT	PQA	GWADAR		
1	Attock	1676	1636	2306	0.39	819
2	B. Nagar	1030	990	1660	4.68	9828
3	B. Pur	860	820	1490	5.09	10689
4	Bhakhar	1097	1057	1727	0.8	1680
5	Chakwal	1472	1432	2102	0.11	231
6	D.G. Khan	947	907	1577	2.56	5376
7	Faisalabad	1188	1148	1818	5.19	10899
8	Gujranwala	1345	1305	1975	4.71	9891
9	Gujrat	1490	1450	2120	1.98	4158
10	Hafizabad	1388	1348	2018	1.66	3486
11	Jhang	1106	1066	1736	4.48	9408
12	Jhelum	1439	1399	2069	0.11	231
13	Kasur	1324	1284	1954	3.42	7182
14	Khanewal	999	959	1629	3.81	8001
15	Khushab	1266	1226	1896	0.44	924
16	Lahore	1288	1248	1918	1.72	3612
17	Layyah	1032	992	1662	1.98	4158
18	Lodhran	876	836	1506	3.98	8358
19	M. Garh	906	866	1536	3.43	7203
20	M.B. Din	1477	1437	2107	1.57	3297
21	Mianwali	1198	1158	1828	0.75	1575
22	Multan	956	916	1586	5.02	10542
23	Nankana Sahib	1278	1238	1908	1.97	4137
24	Narowal	1399	1359	2029	1.52	3192
25	Okara	1155	1115	1785	5.11	10731
26	Pakpattan	1147	1107	1777	3.07	6447
27	R.Y. khan	684	644	1314	8.9	18690
28	Rajanpur	817	777	1447	3.34	7014
29	Rawalpindi	1560	1520	2190	0.5	1050

30	Sahiwal	1117	1077	1747	3.45	7245
31	Sargodha	1218	1178	1848	2.05	4305
32	Sheikhupura	1292	1252	1922	2.96	6216
33	Sialkot	1387	1347	2017	2.02	4242
34	T.T. Singh	1137	1097	1767	2.55	5355
35	Vehari	1044	1004	1674	4.68	9828

<b>Total</b>					<b>100</b>	<b>210,000</b>
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**DISTRICT WISE DISTRIBUTION PLAN OF IMPORTED UREA 60,000 M. TONS OUT OF 300,000 M. TONS FOR SINDH BASED ON CULTIVATED AREA**

SR. NO.	DISTRICT	DISTANCE K.M.			% AGE OF CULTIVATED AREA	QUANTITY (M. TONS)
		KPT	PQA	GWADAR		

1	Badin	227	187	857	12.75	7650
2	Dadu	340	300	970	2.87	1722
3	Hyderabad	213	173	843	0.88	528
4	Jamshoro	208	168	838	1.29	774
5	Matiari	243	203	873	3.84	2304
6	T.A. Yar	248	208	878	2.16	1296
7	T.M. Khan	202	162	832	3.15	1890
8	Thatta	105	65	735	7.11	4266
9	Jacobabad	572	532	1202	3.35	2010
10	Kashmore	692	652	1322	2.89	1734
11	Larkana	469	429	1099	4.76	2856
12	Shahdadkot	546	506	1176	4.97	2982
13	Shikarpur	529	489	1159	4.68	2808
14	M.P. Khas	244	204	874	6.25	3750
15	Sanghar	288	248	918	9.04	5424

16	Tharparkar	550	510	1180	2.5	1500
17	Umerkot	324	284	954	1.95	1170
18	Ghotki	546	506	1176	5.76	3456
19	Khairpur	540	500	1170	8.6	5160
20	Nawabshah	294	254	924	4.84	2904
21	Noshero Feroze	344	304	974	3.47	2082
22	Sukkur	484	444	1114	2.77	1662
23	Karachi	0	-40	630	0.12	72

<b>Total</b>					<b>100</b>	<b>60,000</b>
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**DISTRICT WISE DISTRIBUTION PLAN OF IMPORTED UREA 21,000 M. TONS OUT OF 300,000 M. TONS FOR KPK BASED ON CULTIVATED AREA**

SR. NO.	DISTRICT	DISTANCE K.M.			% AGE OF CULTIVATED AREA	QUANTITY (M. TONS)
		KPT	PQA	GWADAR		
1	Abbotabad	1698	1658	2328	3.5	735
2	Bannu	1282	1242	1912	1.8	378
3	Bunair	1660	1620	2290	6.2	1302
4	Batgram	1812	1772	2442	1.6	336
5	Charsada	1574	1534	2204	5.5	1155
6	Chitral	2043	2003	2673	1.4	294
7	D.I. Khan	1137	1097	1767	6.3	1323
8	Hangu	1522	1482	2152	1.6	336
9	Haripur	1660	1620	2290	5.2	1092
10	Kark	1292	1252	1922	2.5	525

11	Kohat	1477	1437	2107	3	630
12	Kohistan	1912	1872	2542	1.8	378
13	Lower Dir	1924	1884	2554	3.6	756
14	Luky Murwat	1207	1167	1837	4.9	1029
15	Malakand	1610	1570	2240	3.4	714
16	Manshera	1730	1690	2360	6.1	1281
17	Mardan	1610	1570	2240	7.8	1638
18	Noshera	1580	1540	2210	3.1	651
19	Peshawar	1542	1502	2172	4.8	1008
20	Shagla	1222	1182	1852	4.9	1029
21	Swabi	1640	1600	2270	6.1	1281
22	Swat	1810	1770	2440	11.4	2394
23	Tank	1207	1167	1837	0.6	126
24	Uper Dir	1924	1884	2554	2.9	609

<b>Total</b>					<b>100</b>	<b>21,000</b>
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**DISTRICT WISE DISTRIBUTION PLAN OF IMPORTED UREA 9,000 M. TONS OUT OF 300,000 M. TONS FOR BALOCHISTAN BASED ON CULTIVATED AREA**

SR. NO.	DISTRICT	DISTANCE K.M.			% AGE OF CULTIVATED AREA	QUANTITY (M. TONS)
		KPT	PQA	GWADAR		
1	Quetta	604	564	1234	20	1800
2	Pishin	772	732	1402	7	630

<b>3</b>	<b>Sibi</b>	<b>716</b>	<b>676</b>	<b>1346</b>	<b>4</b>	<b>360</b>
<b>4</b>	<b>Barkhan</b>	<b>1330</b>	<b>1290</b>	<b>700</b>	<b>4.1</b>	<b>369</b>
<b>5</b>	<b>Chaghi</b>	<b>1050</b>	<b>1010</b>	<b>420</b>	<b>5.7</b>	<b>513</b>
<b>6</b>	<b>Jafarabad</b>	<b>1260</b>	<b>1220</b>	<b>630</b>	<b>25.8</b>	<b>2322</b>
<b>7</b>	<b>Jhal Magsi</b>	<b>1100</b>	<b>1060</b>	<b>470</b>	<b>9.3</b>	<b>837</b>
<b>8</b>	<b>Kharan</b>	<b>700</b>	<b>660</b>	<b>70</b>	<b>4.7</b>	<b>423</b>
<b>9</b>	<b>Khuzdar</b>	<b>422</b>	<b>382</b>	<b>1052</b>	<b>9.4</b>	<b>846</b>
<b>10</b>	<b>Nasirabad</b>	<b>417</b>	<b>377</b>	<b>1047</b>	<b>5</b>	<b>450</b>
<b>11</b>	<b>Qila saifullah</b>	<b>909</b>	<b>869</b>	<b>1539</b>	<b>5</b>	<b>450</b>
<b>Total</b>					<b>100</b>	<b>9,000</b>