



National Fertilizer  
Marketing Limited



TENDER DOCUMENTS FOR

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LABOUR-CUM-SECURITY CONTRACTOR AT NFML BULK STORE-  
RISALPUR & SHAHDADPUR.

**National Fertilizer Marketing Limited**

53 Jail Road  
Lahore

Please note and acknowledge that this Tender Document is the property of NFML. You are required to download the Tender Document from the e-PADS portal, fill in your bid using this document, and upload it electronically on e-PADS only. Failure to comply will result in your bid being considered non-responsive, and the NFML reserves the right to forfeit your bid security.

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**NATIONAL FERTILIZER MARKETING LIMITED**  
**TENDERING**  
**FOR LABOUR-CUM-SECURITY CONTRACT AT NFML BULK STORES**

**A. INVITATION TO BID**

- a) NFML intends to engage experienced, capable, and financially sound contractor/firm/company for Labour-cum-Security contract at Two (02) NFML Bulk Stores.
- b) National Fertilizer Marketing Limited (NFML) invites tender bids for the execution and completion of the contract as detailed below.

**B. INSTRUCTIONS TO BIDDERS**

This invitation to tender does not constitute an obligation on the part of NFML to award a contract. The acceptance of any tender shall rest solely with the NFML, which does not bind itself to accept any offer, either in whole or in part.

The NFML reserves the right to reject the lowest or any offer that does not meet the mandatory qualification requirements/documents/criteria outlined in this document.

All costs associated with the preparation and submission of this Tender Application—including, but not limited to, costs related to responses to questions or requests for clarification—shall be borne by the prospective bidder.

Interested firms/companies may download the tender documents from the e-PADS portal upon payment of a non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand only) each bulk store for the complete set of documents. Payment must be made via Demand Draft (DD)/Pay Order in favor of NFML.

The original DD/Pay Order must be reached to the NFML Head Office at 53 Jail Road, Lahore before opening of the tender. A scanned copy of the DD/Pay Order must be uploaded along with the tender document on e-PADS. Failure to comply will result in disqualification.

**Tender Application Due Date**

The deadline for submission/uploading of the Tender Document is 11:00 A.M. Pakistan Standard Time (PST) on Thursday, 23<sup>rd</sup> October 2025. NFML, however, reserves the right to extend the submission date and time at any point prior to the opening of tender applications. Tender applications will be opened on the same date at 11:30 A.M. PST.

NFML reserves the right to reject all tender applications without assigning any reason and without bearing any cost or liability, in accordance with PPRA rules. Applicants will be informed of the evaluation results in due course.

### **Tender Documents Requirements**

The tender documents to be uploaded by the prospective bidder shall comprise all the required documents, formatted according to the instructions provided in this document. All information submitted by the prospective bidder shall be legally binding and may, if necessary, be used as evidence in a court of law with appropriate jurisdiction. NFML reserves the right, without further notice, to verify the accuracy of any information provided, at its own cost.

All applicants are hereby informed that, under PPRA Rules and Regulations, all documents/statements uploaded by a firm/Company/proprietor are submitted under oath. Any document or statement found to be false, misstated, fabricated, or incorrect—at any stage during or after the tender process—shall result in permanent disqualification and blacklisting of the firm/company/ proprietor. The names of such entities will be published on the PPRA website.

### **Language**

The Tender Application, along with all related correspondence and documents, must be written in English. Any supporting documents or printed literature submitted in another language must be accompanied by duly certified English translations.

### **Currency**

All amounts in the tender application shall be stated in Pakistani Rupees (PKR).

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

Each prospective bidder must prepare and submit the tender documents either typed or written in indelible ink. The individual(s) authorized to bind the prospective bidder must sign & stamp all pages of the tender documents, including copies of all supporting documents, annexures/forms, and any additional materials.

The document must not contain any alterations, omissions, or additions unless such corrections are minor and have been duly signed by the authorized person(s).

### **Single Stage One Envelope Procedure**

The technical and financial bids must be uploaded separately on the e-PADS portal.

### **Evidence of Supporting Documents**

NFML reserves the right to request additional supporting documentation to verify any information provided by the bidder. The bidder must upload the requested clarifications/documents as required.

### **Right to Reject All Applications**

Notwithstanding any provisions in this document, NFML reserves the right to accept or reject any or all tender applications, or to annul the tender process altogether, without assigning any reason and without incurring any liability or obligation, in accordance with PPRA Rules, 2004.

### **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation of bids shall not be disclosed to any person not officially involved in the tender process (except as required for legal or verification purposes). NFML shall treat all information submitted with the Tender document as confidential and will require all personnel with access to such

information to maintain confidentiality. NFML will not disclose any information unless required to do so by a competent authority under applicable law or if deemed necessary by NFML.

### **Participation Restrictions**

The following restrictions apply:

- i. No prospective bidder may qualify if it owns more than five percent (5%) of the shares (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 company advisors or external consultants holds shares in, has representation on the board of, or is a member of another bidding company/firm.
- iv. No prospective bidder may qualify if they are a fertilizer dealer, are enlisted with NFML as a Cartage Contractor, or have any first-degree kinship affiliation with an employee of NFML.

### **Joint Venture Experience and Qualification**

Joint venture experience, its resources, and subcontracts shall not be considered for qualification. However, Limited Companies and Partnership Firms will be considered as a single entity.

The Labour-cum-security contract shall be awarded to a single lowest successful bidder at each NFML Bulk Store, based on the lowest total quoted rates for all services at that specific store.

A single party may participate for a maximum of two (02) NFML Bulk Stores only.

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

A prospective bidder shall be ineligible to participate if it:

Has been barred or blacklisted from participating in any project by any federal, provincial, or local government authority or government instrumentality in Pakistan, and such disqualification remains in effect as of the tender advertisement publication date in newspapers.

Any concealment of such information at any stage shall result in automatic cancellation of the Labour-cum-Security contract, along with applicable damages as determined by NFML.

Further, the prospective bidder shall not be eligible, during the three (03) years preceding the tender advertisement publication date, if:

- i. It failed to perform any contract, as confirmed by an arbitral or judicial authority or by an arbitration award or judicial pronouncement against the bidder;
- ii. It was expelled from any project or contract by a public entity or authority;
- iii. It had any contract terminated by any Government department or instrumentality due to breach of contract;
- iv. It defaulted on any current or previous contract with NFML.

Any concealment, misrepresentation, or false information discovered at any later stage shall result in cancellation of the Labour-cum-Security contract, along with appropriate ancillary damages as determined by NFML.

### **C. FORM OF CONTRACT**

Form of contract referred as FORM-A.

### **D. FORM OF BID (FORM-B1 to B2 & C1 to C2)**

The offer must remain valid for 120 days from the date of opening of tenders. It must be unconditional, and the quoted rates should be firm and final, inclusive of all applicable taxes, duties, levies, etc.

### **E. GENERAL OR SPECIAL CONDITIONS OF CONTRACT**

As detailed in the Form of Contract (Form-A), it is further clarified that this invitation to tender does not obligate the NFML to award the contract. The acceptance of the tender shall rest solely with NFML, which is under no obligation to accept any offer, whether in part or in total.

The contractor shall be legally bound to comply with all prevailing laws and statutes of Pakistan, including but not limited to Labour Laws, Wage Board, and the Industrial Relations Act, 2013 etc.

As stated above, the contract shall be awarded to a single lowest bidder at each store for Labour-cum-security contract.

### **F. PERFORMANCE CRITERIA**

As detailed in the Form of Contract (FORM-A)

### **G. DELIVERY TIME OR COMPLETION SCHEDULE**

As detailed in the Form of Contract: the contract duration shall be Twelve (12) months, extendable as per requirement.

### **H. QUALIFICATION / TECHNICAL CRITERIA**

- i. Valid NTN & STN Registration not later than 30th June 2023. Upload NTN & STN registration certificate/any other proof.
- i. Minimum turnover of Rs.5 Million as declared with FBR in the last financial year (i.e.2023-24). Upload Proof of Income Tax returns for the last financial year.
- ii. Minimum relevant work experience of Rs. 1.50 Million each (i.e. Labour & Security separately) in the last financial year (i.e.2023-24) with SECP- registered companies or Public Sector Organizations. Relevant Tax deduction certificates or copies of Tax Challan 2023-24 along with experience certificates issued by previous companies be uploaded.

### **MANDATORY DOCUMENTATION**

- i. Bank account statement for the last one year, issued and attested by the bank, along with updated bank covering letter certifying the account title and maintenance.
- ii. Attested copy of CNIC and two (2) attested color photographs of the Sole Proprietor / Chief Executive / Director.
- iii. Proof of ownership or occupancy of the office premises (e.g., registered ownership documents, registered tenancy agreement, excise/property tax documents, utility bills, etc.).

- iv. Any other relevant documents that the firm/company wishes to submit in support of its application.

NOTE: All mandatory documents must be uploaded with the tender documents.

#### **I. EVALUATION CRITERIA**

The contract shall be awarded to the bidder who has quoted the lowest total rate, including all applicable government taxes, as tabulated below:

Sr. No.	Bulk Store	No. of Guards/Watchmen	Urea (IMP) Quantity (M.Tons) approximately	Fixed Bid Security Amount (Rs.) Refundable
1	Risalpur	06	13,000.00	175,000/-
2	Shahdadpur	06	13,000.00	175,000/-

#### **J. SECURITY DEPOSITS**

- i) A refundable Bid Security in the form of an original Demand Draft/Pay Order amounting to fixed Rupees at each NFML Bulk Stores as mentioned above in the table to NFML, Lahore, must be submitted along with the bid. A scan copy of the DD/Pay Order must be uploaded on the e-PADS portal, and the original must be sent to NFML, 53 Jail Road, Lahore before opening of bid.
- ii) The winning party must submit a Performance Guarantee equal to 10% in shape of Demand Draft/Pay Order of the total contract value (inclusive of fix Bid Security) before signing the contract.

#### **NOTE**

- a) All parties must deposit fresh bid securities/performance guarantees. Previous bid securities, performance guarantees, or pending bills with NFML will not be considered or adjusted.
- b) If the lowest bidder, after giving acceptance, fails to submit the 10% performance guarantee and delays or refuses to sign the contract on any pretext, the party shall be blacklisted by NFML.
- c) NFML reserves the right to forfeit the bidder's bid security immediately, in accordance with the relevant clauses of the tender documents.
- d) The contract shall be awarded to a single lowest successful bidder based on the total quoted bid value for both Labour & Security Services. An earnest money deposit equivalent to 10% of the total bid value shall be retained by NFML for the entire contract period. A single party may participate for a maximum of two (2) NFML Bulk Stores only.
- e) It is further clarified that this prequalification is provisional. Any concealment, misrepresentation, or discovery of default at any stage shall result in automatic cancellation of the contract, along with applicable ancillary damages as determined by NFML. Your firm may be disqualified or blacklisted at any stage if any document or information provided is found to be invalid or fake.

#### **K- DETAILS OF STANDARDS THAT ARE TO BE USED IN ASSESSING THE QUALITY OF SERVICES**

As detailed in FORM OF CONTRACT (Form-A)

### **Tender Document Data Sheet**

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

1.	Project Name	NFML Bulk Stores Labour-cum-Security Contract 2025-26
2.	Name of Contracting Authority	National Fertilizer Marketing Limited
3.	Address of Contracting Authority	National Fertilizer Marketing Limited Assistant Manager Commercial 53 Jail Road, Lahore Contact No: +92-42-99205666-73
4.	Submission of Tender Document	To be Upload on e-PADS portal
5.	Tender document Submission/upload Deadline	23 <sup>rd</sup> October, 2025, 11:00 A.M. PST
6.	Tender Opening Date/Time	23 <sup>rd</sup> October, 2025, 11:30 A.M. PST
7.	Language of Tender Application	English
8.	Duration of Project	Twelve (12) months period from the date of signing of agreement (extendable).

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 an arrangement 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 time the sum of any commission, gratification, brief, 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: \_\_\_\_\_

Contact/Cell No: \_\_\_\_\_

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

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

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

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

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

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



FORM 2

APPLICATION SUBMISSION FORM

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

To: Assistant Manager (Commercial), NFML

Subject: TENDER APPLICATION FOR NFML BULK STORES LABOUR-CUM-SECURITY  
CONTRACT 2025-26

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 tender procedures and upload all documents with signed & stamped 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.

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

Contact/Cell No: \_\_\_\_\_

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

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

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.  
\_\_\_\_\_ S/o \_\_\_\_\_ 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, stamp 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.

Specimen signature of attorney/authorized person:

\_\_\_\_\_  
\_\_\_\_\_

Contact/Cell No: \_\_\_\_\_

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

Contact/Cell No: \_\_\_\_\_

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

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

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

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

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

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: \_\_\_\_\_

Contact/Cell No: \_\_\_\_\_

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

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

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

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

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

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

**TERMS AND CONDITIONS OF LABOUR-CUM-SECURITY CONTRACTOR'S AGREEMENT**

1. The Labour-cum-Security Contractor (here-in-after referred as the “contractor”) agrees to undertake a Labour-cum-security Contract for a period of twelve (12) months (extendable as per NFML's requirements), commencing from the date of signing of the agreement, for the provision of labour & security services at Two (02) NFML Bulk Stores, for the following tasks:
  - a) Unloading from trucks and stacking in store
  - b) Unloading from railway wagons and stacking in store
  - c) Loading into trucks
  - d) Truck-to-truck loading
  - e) Re-processing
    - i. Unstacking
    - ii. Hammering
    - iii. Re-bagging
    - iv. Weighing
    - v. Stitching
    - vi. Re-stacking
2. The Contractor shall maintain at his disposal an adequate number of unskilled labourers for performing his obligations under this contract. The exact number required for loading/unloading and stacking will be determined by the NFML.
3. The Contractor shall post a permanent representative at the storage facility. This representative must be literate, competent, and acceptable to the Incharge Storage. The representative shall be fully authorized to execute daily requirements independently, acknowledge receipt of labour requisitions, and supervise loading, unloading, stacking, re-processing and security of stock and store premises. He shall also countersign receiving and loading reports. If a complaint is received against the representative, the Contractor shall immediately replace him with another acceptable to the NFML.
4. The Incharge Storage shall issue a requisition slip one (1) day in advance for the required labour based on the anticipated arrival of wagons and twelve (12) hours in advance in the case of truck loading/unloading.
5. To fulfil obligations under this agreement, the Contractor shall deploy and maintain \_\_\_\_ Security Guards/Watchmen, out of which at least two shall be ex-servicemen. The Security Guards/Watchmen shall perform duty in three shifts. However, the number of Security Guard/Watchman and godowns may be increased or decreased depending on circumstances and as deemed necessary by the NFML.
6. The Security Guards/Watchmen must be literate to read gate passes and other documents. They should be physically fit, mentally alert, and within the age range of 25 to 55 years.

7. The Security Guards/Watchmen employed by the Contractor shall work in three (3) shifts. The first shift shall commence at 6:00 a.m., the second at 2:00 p.m., and the third at 10:00 p.m., with each shift lasting 8 hours.
8. Within three days of signing the contract, the Contractor shall provide to the Incharge (Distribution) NFML complete bio data of the employed Security Guards/Watchmen with their names, father names, addresses, 02 (two) colour photographs and 02 (two) photocopies of the National Identity Cards (all documents attested) on company letter head pad with authorized sign & stamp. In the case of replacement or substitution, the contractor shall immediately notify the NFML with all relevant attested documents.
9. The Contractor shall submit a detailed security plan of the assigned premises within seven days of contract signing. This plan shall be submitted to the Incharge (Distribution) NFML for approval, and a copy shall be kept at the contract site.
10. The Security Guards/Watchmen, while on duty, shall be well equipped at all times and shall prevent unauthorized access to the storage premises. They shall also be equipped with whistles, and torches during night duty, with at least two ex-servicemen Security Guards and/or Watchmen at night.
  - i) Upon taking charge of the premises, the Contractor shall prepare an inventory of furniture, fixtures, and other valuable items/all assets, in collaboration with the Incharge Store.
  - ii) The contractor shall ensure that no loss or damage due to theft or otherwise is caused to the storage, fertilizer, goods, property, assets and installations of the NFML within the premises.
  - iii) The contractor shall maintain a Security Guard/Watchman at the main gate at all times. The Security Guard/Watchman shall check gate passes and related documents when goods are being cleared from the premises.
  - iv) The contractor shall comply with all instructions issued by the NFML to ensure the safety and security of its storage facility.
9. While on duty, the Security Guards/Watchmen must wear uniforms provided by the contractor and approved by the NFML.
10. In case of any Security Guard/Watchman absence during a shift or found without wearing uniform, the NFML shall be entitled to impose a penalty of Rs. 5,000/- per Security Guard/Watchman for each absence. This amount shall be paid by the contractor or deducted from any payments due to the contractor.
11. **REMUNERATION**
  - a) For and in consideration of the services rendered, the Contractor shall be paid as per the rates stipulated in Forms 'B1 to B2 & C1 to C2' respectively, which forms an integral part of this Agreement.
  - b) The Contractor shall submit bills at regular intervals, supported by relevant documentation, for the work completed. Bills shall be paid within twenty (20) days from the receipt of a proper bill.

- c) Bills must be submitted within sixty (60) days of the date of work performance. Bills submitted after this period shall not be entertained without approval from the Managing Director of NFML.
- d) For providing security services requirements at Bulk Stores mentioned in Form B1 to B6 respectively (\_\_\_ Security Guards/Watchmen including two ex-servicemen for night duty), the contractor shall be paid @ Rs. \_\_\_\_\_ per Security Guard/Watchman per month. The contractor shall pay minimum wages as notified by the Government through crossed cheques. The NFML shall not bear responsibility for any benefits or contributions such as EOBI, social security, etc. Upon payments of bills contractor is required to submit the following documents along with the bill:
  - i) Invoice with covering letter both duly signed/verified and stamped by the Incharge store.
  - ii) Attendance sheet of the Security Guards/Watchmen to be submitted daily and monthly duly verified by the Incharge store.
  - iii) Evidence/support of all claims in bills
  - iv) List of Security Guards/Watchmen along with their name, cell numbers/CNIC number and present & permanent addresses and copy of the crossed cheque for payment of salary (Crossed cheque number to be mentioned in the list).

## **12. GENERAL OBLIGATIONS**

- i. The Contractor shall act diligently in the NFML's interest and ensure proper discipline among his labour. There shall be no employer-employee relationship between the NFML and the labourers. Any claims or grievances initiated by the labour shall be the sole responsibility of the contractor. If the labour engages in subversive activities, the contractor must take action or the NFML may terminate the contract and forfeit the security deposit.
- ii. The Contractor shall always act diligently in the best interests of the NFML and shall not act against its commercial interests. The contractor and his employees must maintain proper discipline at all times. The Security Guards/Watchmen shall not be considered employees of the NFML. Furthermore, no Security Guard/Watchman shall be related to any employee of the NFML at that site. The contractor shall be solely responsible for any claims, disputes, or grievances initiated by his employees. If any Security Guard/Watchman engages in activities subversive to NFML discipline, the contractor shall, upon the NFML's advice, take appropriate action. Otherwise, the NFML reserves the right to terminate the contract and forfeit the bid bond/security deposit.
- iii. The contractor undertakes that he, his company, and his employees shall comply with all applicable government, municipal, and local laws and regulations. The contractor shall be solely responsible for adherence to labour and security service laws. The NFML reserves the right to conduct checks for compliance. In case of any default, the NFML may either terminate the contract and forfeit the security deposit or issue a notice requiring rectification within six days.

- iv. The contractor agrees to indemnify the NFML for any costs, charges, claims, expenses, penalties, or fines resulting from non-compliance.
- v. If the contractor fails to follow any instruction or fulfil any contractual obligation, the NFML may remedy the default at the contractor's expense. Such expenses shall be recoverable from the contractor or deducted from amounts due.

**13. COMPLIANCE WITH LAWS**

- i. The Contractor agrees to comply with all relevant government, municipal, and local laws and regulations, especially labour laws. NFML may periodically verify compliance. Non-compliance may result in termination and forfeiture of the security deposit.
- ii. The Contractor shall indemnify NFML against all claims, liabilities, losses, costs, damages, legal fees, penalties, or fines arising from the failure to comply with any applicable law, including but not limited to Workmen Compensation Act Payment of Wages Act Shops and Establishment Ordinance Fatal Accidents Act Industrial Relations Ordinance Standing Orders Ordinance Social Security Ordinance etc.

**14. HOOK USAGE PROHIBITION**

The contractor shall ensure that no hooks are used for handling fertilizer. Violation may result in a penalty of Rs. 5,000/- per complaint, increased at NFML's discretion, or even termination of the contract and recovery of losses.

**15. WAGON UNLOADING DEADLINE**

All railway wagons must be unloaded within stipulated time as per Pakistan Railways rules. In case of failure to do so, the contractor shall bear any demurrage charged by Railway Authorities.

**16. FAILURE TO PROVIDE LABOUR**

If the Contractor fails to provide the required number of labourers, the Storage Incharge may arrange substitute labour. The incurred cost shall be deducted from the contractor at actual.

**17. RIGHT TO REJECT LABOUR**

NFML reserves the right to reject any labourer provided. Such individuals must be removed immediately upon instruction.

**18. DEFAULT BY CONTRACTOR**

If the contractor fails to comply with instructions or fulfill obligations, NFML may remedy the situation at the contractor's expense or recover / deduct costs from any payments due.

**19. TAX COMPLIANCE**

The contractor shall provide valid Income Tax and Sales Tax exemption certificates within seven (7) days of signing the Agreement. Otherwise, applicable taxes shall be deducted from bills.

**20. OFFICE**

The contractor shall establish an office near the storage site at his own expense.

**21. LABOUR ELIGIBILITY**

No person prohibited by law due to age or any other reason shall be employed.

**22. WORK HOURS**

No night work shall be allowed unless specifically authorized by NFML or its representative.

**23. FORCE MAJEURE**

- i. Event of force majeure shall mean and include prevention on account of any law, Government rules, acts of God, insurrection, civil commotion or disturbances, war, or strikes/unrest beyond the party's control, floods and industrial accidents, provided (i) notice of force majeure is given in writing by either party to the other within 48 hours of the acts constituting force majeure is beyond such party's control.
- ii. The party shall not be entitled to claim force majeure unless the notice has been given in writing and within the time stipulated herein before.
- iii. Neither party shall be liable for any delay or default caused by the event of force majeure.

**24. NON-ASSIGNABILITY**

This agreement may not be assigned or subcontracted without written permission from NFML.

**25. DURATION AND EXTENSION**

26. This Agreement is effective from \_\_\_\_\_ and shall remain in force for twelve (12) months, extendable by mutual consent.

**27. PERFORMANCE GUARANTEE & SECURITY DEPOSIT**

- i. Fixed Bid security amount as tabulated at page 6 of the tender documents, submitted with the bid via Demand Draft/Pay Order in favour of NFML, Lahore.
- ii. Performance Guarantee 10% of the total contract value, inclusive of bid security, to be deposited before signing the contract.

**28. COMPENSATION FOR LOSS**

If any loss or damage due to theft or otherwise occurs within the storage premises, goods, fertilizer or any asset and is caused by the negligence of the contractor or his employees, labour or Security Guard/Watchman, the contractor shall compensate the NFML. If the bid bond amount is insufficient to cover the loss, the contractor shall pay the remaining balance.

**29. No Responsibility for Facilities**

The NFML shall only pay the contractor according to the agreed rates in "Form-B1 to B6 & Form C1 to C6" The NFML shall not be responsible for accommodation, medical facilities, conveyance, insurance, or any other facility or benefits and any type of claims for the contractor's employees, labour, Security Guards/Watchmen.

**30. TERMINATION**

If contractor violates any contractual obligation, NFML may terminate the contract immediately or with seven (7) days' notice without assigning a reason. The contractor may request termination by giving forty-five (45) days' notice.



31. **POST-TERMINATION ARRANGEMENTS**

On termination, NFML may make alternate labour and security arrangements at the contractor's cost.

32. **ARBITRATION**

All disputes shall be referred to a Sole Arbitrator appointed by the Managing Director, NFML. The Arbitrator's decision shall be final. Arbitration will be conducted under the Arbitration Act, 1940, at Lahore. Work shall continue to provide the services during arbitration, unless disputed.

33. **JURISDICTION**

Subject to arbitration provisions, only the courts at Lahore shall have jurisdiction over and any other dispute under this Agreement.

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

Contact/Cell No: \_\_\_\_\_

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

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

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

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

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

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

**FORM-B1****FORM OF BID/FINANCIAL BID****STORAGE- RISALPUR**

For and in consideration for the provision of the security services involving 06 Security Guards/Watchmen per store (including two ex-servicemen) for duty the contractor offers the following rate per month: Rs.\_\_\_\_\_ per security guard and/or Watchman (inclusive of all Government taxes and dues).

A	B	C
Quoted rate of Security Guard / Watchman per month (Rs)	Quoted rate of 06 Security Guards/Watchmen per month (Rs) a x 06=	Quoted rate for 06 Security Guards /Watchmen for Twelve Months (Rs) b x 12=

Note: Conditions must be fulfilled.

- (i) The rates quoted are inclusive of all Government Taxes and dues and are in light of relevant Labour/Social Security etc taxes and instructions on the subject.
- (ii) Bidders shall be bound to quote rates as per labour laws and notified by the Government from time to time inclusive of all Government Taxes and dues which shall be not less than the minimum rate of wages, failing which the bid shall stand rejected.
- (iii) Bidder shall be bound to pay minimum rate of wages to Labour/Security Guards/Watchmen as notified by the Government from time to time during the contract period.

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

Contact/Cell No: \_\_\_\_\_

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

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

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

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

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

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

**FORM-B2**

**FORM OF BID/FINANCIAL BID**

**STORAGE- SHAHDADPUR**

For and in consideration for the provision of the security services involving 06 Security Guards/Watchmen per store (including two ex-servicemen) for duty the contractor offers the following rate per month: Rs. \_\_\_\_\_ per security guard and/or Watchman (inclusive of all Government taxes and dues).

A	B	C
Quoted rate of Security Guard / Watchman per month (Rs)	Quoted rate of 06 Security Guards/Watchmen per month (Rs)  a x 06=	Quoted rate for 06 Security Guards /Watchmen for Twelve Months (Rs)  b x 12=

Note: Conditions must be fulfilled.

- (i) The rates quoted are inclusive of all Government Taxes and dues and are in light of relevant Labour/Social Security etc taxes and instructions on the subject.
- (ii) Bidders shall be bound to quote rates as per labour laws and notified by the Government from time to time inclusive of all Government Taxes and dues which shall be not less than the minimum rate of wages, failing which the bid shall stand rejected.
- (iii) Bidder shall be bound to pay minimum rate of wages to Labour/Security Guards/Watchmen as notified by the Government from time to time during the contract period.

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

Contact/Cell No: \_\_\_\_\_

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

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

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

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

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

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

## **FORM-C1 FINANCIAL BID**

### **RISALPUR BULK STORAGE**

For and in consideration of all the work to be performed under this agreement, the Company shall pay to the contractor, the following rates for handling of fertilizer to be calculated as follows (inclusive of all Government taxes and dues)

### **LABOUR QUOTED RATES PER 50 Kg BAG**

a	B		(i)	c	(ii)	D	(iii)	E	f	G	H	J	k	L	(iv)	
Quoted rate Unloading from Trucks and Stacking in Stores (PKR) per 50 Kg bag	Loading into Trucks (PKR) per 50 Kg bag	TOTAL (a+B)	for Approx. 7,000 Tons 7,000 x 20 x(a+b)	Truck to Truck Loading (PKR) per 50 Kg bag	for Approx. 2,000 Tons (cx2,000 x 20)	Quoted rate Unloading from Railway Wagons and Stacking in Stores (PKR) per 50 Kg bag	for Approx. 4,000 Tons (dx4,000 x 20)	Reprocessing							for Approx. 6000 bags (Lx6000)	TOTAL QUOTED LABOUR RATES (i+ii+iii+iv) PKR
								Unstacking/50 Kg bag	Hammering/50 Kg bag	Rebagging/50 Kg bag	Weighing/50 Kg bag	Stitching/50 Kg bag	Restacking/50 Kg bag	Total (e+f+g+h+j+k)		

Note:

- i) The rates quoted are inclusive of all Government Taxes/dues are in light of relevant Labour/Social Security taxes etc and instructions on the subject.
- ii) Rs.175,000/- as fixed Bid Security amount for both services i.e. Labour & Security.

## **FORM-C2 FINANCIAL BID**

### **SHAHDADPUR BULK STORAGE**

For and in consideration of all the work to be performed under this agreement, the Company shall pay to the contractor, the following rates for handling of fertilizer to be calculated as follows (inclusive of all Government taxes and dues)

### **LABOUR QUOTED RATES PER 50 Kg BAG**

a	B		(i)	c	(ii)	D	(iii)	E	f	g	H	j	k	L	(iv)	
Quoted rate Unloading from Trucks and Stacking in Stores (PKR) per 50 Kg bag	Loading into Trucks (PKR) per 50 Kg bag	TOTAL (a+B)	for Approx. 7,000 Tons $7,000 \times 20 \times (a+b)$	Truck to Truck Loading (PKR) per 50 Kg bag	for Approx. 2,000 Tons $(c \times 2,000 \times 20)$	Quoted rate Unloading from Railway Wagons and Stacking in Stores (PKR) per 50 Kg bag	for Approx. 4,000 Tons $(d \times 4,000 \times 20)$	Reprocessing							for Approx. 6000 bags (Lx6000)	<b>TOTAL QUOTED LABOUR RATES (i+ii+iii+iv) PKR</b>
								Unstacking/50 Kg bag	Hammering/50 Kg bag	Rebagging/50 Kg bag	Weighing/50 Kg bag	Stitching/50 Kg bag	Restacking/50 Kg bag	Total (e+f+g+h+j+k)		

Note:

- i) The rates quoted are inclusive of all Government Taxes/dues are in light of relevant Labour/Social Security taxes etc and instructions on the subject.
- ii) Rs.175,000/- as fixed Bid Security amount for both services i.e. Labour & Security.

