

SALE OF 36213.199 METRIC TONS (\pm 15%) DAMAGED WHEAT

INTRODUCTION:

PASSCO is a public limited company established in 1973 mandated to procure wheat as per the target set by the Federal Government, maintain a strategic reserve of 2.0 Million Metric Tons and then distribute it to the wheat deficit areas/ agencies as per allocations made by the M/o NSF&R. PASSCO has 13 x zones throughout the country to undertake the assigned mission.

INSTRUCTIONS TO THE BIDDER

1. Sealed bids addressed to Zonal Head Khairpur shall be received upto 1500 hours till 06.10.2023 in PASSCO Head Office Lahore and upto 1200 hours till 10.10.2023 in the Zonal Office Khairpur. All the bids received in Head Office and Zonal office Khairpur shall be opened in the Zonal office Khairpur, at **1230** hours on 10.10.2023 in the presence of bidders or their authorized representatives.
2. All bidders shall quote their rates in Rupees per M. Ton on prescribed bid form. All bids must be accompanied by a sum of Rs.1,000,000/- as bid security against a quantity of 2000 M Tons damaged wheat (not safe for human consumption) on "As Is Where Is" basis, in the form of Pay Order / Demand Draft/ Banker's Cheque issued by any scheduled Bank in Pakistan in favour of PASSCO. **Cash / Cheque / Call Deposit Receipt (CDR) / Security Deposit Receipt (SDR) / Bank Guarantee will not be acceptable and bid shall be rejected.**
3. Bidders can quote rates (inclusive of all taxes) of damaged wheat against each centre. However, the bidder shall be given contract of maximum 2,000 M Tons against his bid security and 5% performance security from that particular center. The bidder shall have to deposit additional bid and performance security for award of further contract of 2,000 M Tons damaged wheat and so on. The maximum/ most advantageous rate quoted for a particular center during the bidding process by any party shall be used for the award of contract regarding selling/ lifting of the damaged wheat in that center. The bid security of the successful bidder shall be adjusted against his performance security on the award of contract. The bidders however, may use same/ one bidding document to quote their rates for one or more centres.
4. Successful bidder will be required to deposit **5%** of the value of the contracted quantity as performance security alongwith signing of the agreement on stamp paper worth **Rs.3,000/-** duly purchased in favour of PASSCO at the time of offering of Acceptance Letter, failing which bid security deposited by the bidder shall stand forfeited.
5. The bidder shall provide an affidavit alongwith the bidding documents stating that the bidder has never been blacklisted by any government or agency.
6. The bidder/ company shall furnish the names and addresses of its partners or directors, if any.
7. Bid must be submitted on the prescribed bid form only. Bid on the Letter Head pad of the firm or telegraphic offers or bids delivered through any electronic media etc. shall not be entertained.
8. Bidder should clearly indicate name, address, telephone (Cell No), fax number and E. Mail address etc.
9. Each page of the bid document will be signed by Bidder appending full signatures, name and office stamp of the firm/party.
10. Bidder will put complete signatures on alterations and cuttings, if any made by him.

11. Offer will remain valid for **60 days** from the date of opening of the bid.
12. Offer will not be considered if: -
- Received without bid security;
 - Received after 1200 Hours on **10.10.2023** at PASSCO Zonal Office Khairpur.
 - Bid is unsigned; and
 - The offer is ambiguous or conditional.
13. If successful bidder withdraws or amends the offer within the validity period of the offer, bid security shall be forfeited.
14. Bidders must satisfy themselves regarding the quality, quantity and physical condition of the damaged stocks by inspecting the sites with effect from 01.10.2023 to 09.10.2023 (0900 to 1600 hours). No objection will be entertained after submission of the bid. Centre wise tentative quantity is as under:-

Name of Project	Center Name	Tentative Quantity (M. Tons)
Khairpur (Sindh)	Khairpur Silos	330.534
	Ranipur	817.650
	Rasoolabad	4592.088
	Dali Mori	103.814
	Bhirya Road	229.101
	Sui Gas	58.608
Total Khairpur Project		6131.795
D.A Yar (Bluchistan)	D.A Yar	2567.411
	Azizabad	48.350
	Usta Muhammad - I	10587.216
	Usta Muhammad - II	16878.427
Total DA Yar Project		30081.404
G. Total		36213.199

15. Successful bidders shall have to deposit in advance PO/ DD/ BC against the wheat stocks to be lifted and are bound to lift the entire contracted quantity within **45 days**. Lifting order of at least 50 to 100 M Tons each will be issued by Zonal Head after confirmation by F&A Wing of the deposit of stock's cost through PO/ DD/ BC. If successful bidder fails to lift the contracted quantity within **45 days**, then a penalty @ 2 % shall be imposed for subsequent delay upto **15 days** against un-lifted stocks. Thereafter, agreement will be rescinded & the total security / earnest money and any amount, deposited in this regard, will be forfeited. No extension whatsoever on any ground shall be granted beyond 60 days.
16. In case of partnership, photocopies of CNICs of the partners must be enclosed with seal bids.
17. Terms and conditions of bid notice and those elucidated in this bid document will be substantial / integral part of agreement/ contract.

18. The bidder will be strictly bound to lift the damaged Wheat stock within the stipulated period as mentioned in the agreement.

19. The Competent Authority of PASSCO may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

20. **FORCE MAJEURE**

20.1 Force majeure shall mean any event, act or other circumstances beyond the control of the PASSCO or of the Bidding Firm i.e., Earthquake, Flood, or any other severe climatic circumstances. Non-availability of logistical materials or items ancillary to such material or any other event called by clear negligence of the bidder shall not constitute Force Majeure.

20.2 In the event that a Force Majeure situation arises, the firm shall inform to PASSCO through written notice as soon as reasonably possible and indicate the condition and cause thereof, unless otherwise directed by PASSCO in writing, the firm shall continue to perform the lifting of the stocks as far as is reasonably practical and shall seek all reasonable alternative means of performance by mitigating the effect of Force Majeure. In the event that the stocks cannot be lifted due to Force Majeure, the time for lifting of stocks may be extended **by MD PASSCO on a case to case basis.**

20.3 The firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance/ discharge of obligations resulting from an event of Force Majeure.

21. **Arbitration:**

In case of any difference or dispute between the parties arising out of this agreement or in the matter enumerated therein, the same shall be referred to the sole arbitration of the **Managing Director** for the time being of Pakistan Agricultural Storage and Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement. The arbitration shall take place in accordance with the Arbitration Act, 1940 and the venue for Arbitration shall be Lahore.

22. **Jurisdiction of Court:**

Regarding the issue of jurisdiction in case of litigation between parties hereto, the Courts at Lahore shall have the exclusive jurisdiction to entertain resultant disputes.

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED

Bid Form

SALE OF 36213.199 (± 15%) METRIC TONS DAMAGED WHEAT

Reference your advertisement, which appeared in the Daily-----dated -----, I/We offer to purchase the stock available for sale of 36213.199 Metric Tons (± 15%) damaged Wheat (not safe for human consumption) on “as is where is basis” lying at different locations of **PASSCO Zone Khairpur and D A Yar (Baluchistan)**, at the price and location for the quantity given as under:-

Name of Project	Center Name	Tentative Quantity (M. Tons)	Rate per M. Tons inclusive of all Taxes on “as is where is” basis (in Rs.)
Khairpur (Sindh)	Khairpur Silos	330.534	
	Ranipur	817.650	
	Rasoolabad	4592.088	
	Dali Mori	103.814	
	Bhirya Road	229.101	
	Sui Gas	58.608	
Total Khairpur Project		6131.795	
D.A Yar (Bluchistan)	D.A Yar	2567.411	
	Azizabad	48.350	
	Usta Muhammad - I	10587.216	
	Usta Muhammad - II	16878.427	
Total DA Yar Project		30081.404	
G. Total		36213.199	

Details of Bid Security

Signatures _____ Name of Bidder _____

Phone No _____ Office _____

Name of Bidder _____ Mobile _____

Address _____

Detail of earnest Money. DD/Po _____ date _____

Amount _____ Bank & Branch _____

C E R T I F I C A T E

I/WE HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INDICATED IN THE BID DOCUMENT AND I/WE HEREBY ACCEPT THE SAME FOR PURCHASE OF _____ METRIC TONS DAMAGED WHEAT (NOT SAFE FOR HUMAN CONSUMPTION) on “**AS IS WHERE IS BASIS**” LYING AT _____ ON THE RATE AND LIFTING PERIOD GIVEN IN THE TENDER DOCUMENTS.

Signature of the Bidder _____

Name of Bidder _____

Name of firm: _____

Stamp of the firm _____