

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LTD
INVITATION TO BID

PURCHASE OF 116,000 KGS POLYETHYLENE SHEETS
WHEAT CROP 2019-20.

1. Pakistan Agricultural Storage and Services Corporation Limited (PASSCO), a Public sector Organization invites sealed bids from the well reputed manufacturers/ Suppliers for purchase of **116,000 Kgs (15%+/-)** Polyethylene Sheets for Wheat Crop **2019-20** as per specifications given below. The manufacturers/ Suppliers must possess valid experience in supplying required items to Public /private sector Organizations and should be registered with Government of Pakistan.

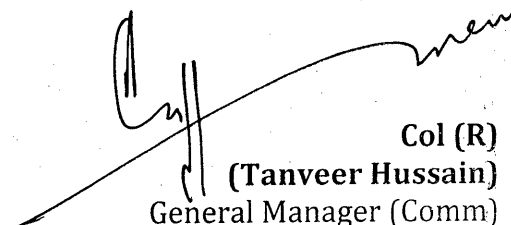
SPECIFICATIONS

- | | |
|------------|--|
| a. Size | 72" width rolls |
| b. Gauge | Double wall thickness 0.30 mm (+/- 0.02) micro metre gauge |
| c. Quality | Virgin Polyethylene (as base Polymer) |

2. Bidding documents , which contain detailed terms & conditions method of procurement , procedure for submission of bids , bid security , bid validity, guarantee etc, are available for interested Manufacturers /Suppliers upto **15.01.2019**, by 1700 hours at the office of Manager (Cash) PASSCO Head Office 11-Kashmir Road Lahore. Price of the bidding document is Rs:**1000/-** (non-refundable) . **Polyethylene Sheets to be delivered with 60 days (45 days without penalty and 15 days with penalty) commencing from the date of issue of acceptance letter.** Bidding documents can also be viewed on the website of PASSCO www.passco.gov.pk and PPRA website www.ppra.org.pk.

3. The bids, prepared in accordance with the instructions in the bidding documents, must reach the Office of General Manager (Commercial) PASSCO, Head Office 11-Kashmir Road Lahore on **16.01.2019** by **1100** hours . Bids will be opened on the same day at **1130** hours . The advertisement is also available on the website of PASSCO www.passco.gov.pk and PPRA website www.ppra.org.pk.

4. The PASSCO management reserves the rights to accept or reject any or all bids or all proposals as per PPRA Rules.


Col (R)
(Tanveer Hussain)
General Manager (Comm)
PASSCO Head Office,
11-Kashmir Road, Lahore.

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LTD

INVITATION TO BIDDERS

TERMS AND CONDITIONS

1. GENERAL

1.1 Introduction

- 1.1.1 **Pakistan Agricultural Storage and Services Corporation Limited** hereafter referred to as "**PASSCO**" desires to **invite** / seek bids / rates inclusive of all taxes, duties etc. from well-reputed, experienced Manufacturers/suppliers for purchase of "**116,000 Kgs' Polyethylene Sheets for Crop 2019/2020**", deliverable at PASSCO destinations within Pakistan as per given specifications at Annex-"A"
- 1.1.2 Bidding shall be conducted under Rule 36 of PPRA Rules 2004 "Single stage- one envelope procedure. All bids received shall be opened and evaluated in the manner prescribed in the bidding document.
- 1.1.3 Bidders will have to submit representative samples of items mentioned in Bidding Documents. Bids of those, who will not submit representative samples, shall not be entertained at all.

INSTRUCTIONS TO THE BIDDERS

1.2 Scope of Work

- 1.2.1 Procurement /Purchase of "**116,000 Kgs Polyethylene SHEETS for Wheat Crop 2019-20**" will be made according to specifications, mentioned at **Annex-A**.
- 1.2.2 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

1.3 Source of Funds

- 1.3.1 The procuring agency "**PASSCO**" will arrange needed funds to meet its cost etc, from its own resources.

2. ELIGIBLE BIDDERS

The Tenders / Bids, which meet the following minimum requisite criteria, would be declared eligible. Requisite documents must be attached in respect thereof. Bidders must provide the under mentioned documents:

- 2.1. Application letter of Intent for participation in tendering process.
- 2.2. Firms must have valid experience in supplying of "**Polyethylene Sheets**" to public / private sector organizations.
- 2.3. Firm must attach valid bank statement in original showing financial stability of the firm
- 2.4. Copy of Income Tax / Sales Tax Registration.
- 2.5. Copy of authorized dealership or distributorship or manufacturers firms certificate.
- 2.6. Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.
- 2.7. Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any Government / Semi Government Department as per **Specimen at Annex-B**.

- 2.8. Certificate on company's letterhead that the firm would supply **116,000** Polythene Sheets for Wheat Crop **2019-20**. Noncompliance to the same may result in immediate termination of "**Acceptance / Supply Order and agreement**" leading to forfeiture of earnest money / performance security and blacklisting of firm as per **Specimen at Annex-C**.

3. **COST OF TENDERING**

- 3.1 The company shall bear all costs associated with the preparation and submission of its documents, while PASSCO, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. **CLARIFICATIONS OF TENDERING DOCUMENTS**

- 4.1 A prospective company requiring any clarification (s) may notify to PASSCO or an Officer authorized on its behalf in writing. The PASSCO or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before (approximately **05 working days** or more) to the deadline set forth for the submission of bids. Copies of PASSCO response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

5. **AMENDMENT OF TENDER/BIDDING DOCUMENT**

- 5.1 At any time prior to the deadline for submission of bids, the PASSCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company/firm, modify the Tender/Bidding Document by issuing addendum.
- 5.2 Any addendum thus issued shall form Integral / Eternal Part of the Tender/Bidding Document. To afford Company's / Firm's a reasonable time frame in which to take an addendum into account in preparing their bids, the PASSCO may at its discretion extend the deadline for submission of bids.

6. **LANGUAGE OF DOCUMENTS**

- 6.1 Bidding Documents and related correspondence will always be in the English language.
- 6.2 The Bid should have a covering letter on printed letterhead of the firm. All pages of the Tender / bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 6.3 All relevant technical literature in English language should be attached with the bid.

7. **PRICE**

- 7.1 Price / bid / offer should be quoted in Pak Rupees.
- 7.2 The bidder shall quote minimum Price / Rate for said item. The price / rate quoted should be firm, final, and clearly written/typed without any ambiguity.
- 7.3 The bid price should include all the government taxes, as per prevailing taxation rates of Provincial / Federal Governments etc (e.g, GST, Income Tax, Withholding Tax etc).
- 7.4 The price / bid offer shall be entered till completion of contract.
- 7.5 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price / rate if required.

8. BID SECURITY / EARNEST MONEY

- 8.1 The bidder shall furnish an Earnest Money equivalent to 2% of the total value of Bid in the form of a Demand Draft, Pay Order in favour of the PASSCO. Cash Cheque/Banker Cheque /Call Deposit Receipt (CDR) /Security Deposit Receipt (SDR will not be accepted as Earnest Money.
- 8.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the PASSCO as non-responsive.
- 8.3 The Bid Securities / Earnest Money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid whichever expire earlier. The bid securities of bidders can be returned earlier if supported by a formal request on Company's letterhead duly signed.
- 8.4 The bid security of the successful bidder will be returned only when bidder furnish the required performance security and upon supply of Polythene Sheets.
- 8.5 The Bid Security / Earnest Money may be forfeited / confiscated:
- i. If a bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of a successful bidder, if he fails to furnish the required performance security or failed to supply the required Polythene Sheets as per technical specifications as per Annex-A along with all accessories if necessary.
 - iv. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

9. VALIDITY OF BIDS

- 9.1 All bids shall remain valid for the period of 45 days from the opening date of opening of bids/ Financial Proposal.

10 CLARIFICATIONS / CORRECTIONS OF TENDER / BID

- 10.1 To assist in the examination, evaluation and comparison of the bids; the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price / rate or substance of the bid shall be sought, offered or permitted.
- 10.2 Arithmetical errors will be rectified on the following basis:-
- i. If there is a discrepancy between unit Price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
 - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

11. RESPONSIVENESS OF TENDERS / BIDS

- 11.1 The valid Bid Security/ Earnest Money is submitted.
- 11.2 The bid is valid till required period.
- 11.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc on "delivered" basis at PASSCO destinations within Pakistan.

- 11.4 Compliance to all important terms and conditions of this tender document on specified formats.
- 11.5 The bidder is eligible for tendering and possesses the requisite experience.
- 11.6 The bid does not deviate from basic requirements.
- 11.7 The bidder must attached valid bank statement showing financial stability of the firm.
- 11.8 The Tender / bid is generally in order etc.

12. DEADLINE FOR SUBMISSION OF BID DOCUMENTS.

- 12.1 The bids shall be delivered in person or sent by Registered mail/courier services, which should reach the office of General Manager (Commercial), PASSCO, Head Office, 11 Kashmir Road, Lahore, up to **11:00 am** on **16.01.2019**. Or as specified in the advertisement /website of PPRA /PASSCO.
- 12.2 The sealed Bids of the company will be kept in the safe custody at the PASSCO Head Office by the prescribed time on given date.
- 12.3 Bids should be submitted in sealed envelope containing necessary information regarding Tender Notice and warning message "**DO NOT OPEN BEFORE 16.01.2019, AT 11:30 am**".
- 12.4 Opened, e-mailed or faxed tenders / bids will not be accepted / entertained.
- 12.5 Any bid received by the PASSCO after the date and time of tender opening will be returned as unopened to sender / bidder.

13. OPENING OF BID

- 13.1 PASSCO's relevant committee will open all bids of only eligible bidders (Who qualify as per clause-2 of the tender documents) at **11:30 am** on **16.01.2019** in the presence of company's authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.
- 13.2 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after same have concluded, shall not be entertained verbally or in writing.
- 13.3 The PASSCO reserves the right to reject any one or all bids / proposals as per Rule 33 of PPRA rules.

14. EVALUATION OF BIDS

- 14.1 A bid determined as non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 14.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive. The bids will be evaluated as a whole.
- 14.3 It will be examined in detail whether the items offered by the company complies with the Technical specifications as provided in this tender document as per Annex-A. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection.
- 14.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the company / firm.
- 14.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by PASSCO (if deemed appropriate), provided such waiver does not prejudice or affect the relative ranking of any other company / firm.

15. **PROCESS TO BE CONFIDENTIAL**

15.1. No company / firm shall contact PASSCO on any matter relating to its tendering process from the time of opening to the time of tendering announcement.

15.2 Any effort by a bidder to influence PASSCO in the evaluation, comparison or selection, decision may result in the rejection of its bid.

16. **AWARD CRITERIA & PASSCO's RIGHT**

16.1 The contract will be awarded to lowest evaluated bidder provided that; such bidders have been determined to be technically qualified to satisfactory perform the contract. The selected company will have to furnish a **performance security @ 5% of total bid price in addition to 2% of the tendered value already deposited as bid money/earnest money** valid till completion of contract.

16.2 The PASSCO reserves the right to accept or reject any submitted bid, as per PPRA rule and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the PASSCO's action.

17. **REQUIREMENT / FORMAT OF BID**

17.1 All bidders shall quote their Price / Rates along with 2% bid security / earnest money of the total bid price in the form of a Pay Order/Demand Draft as per this tender document requirement/ obligations.

18. **FIRM'S RESPONSIBILITIES**

18.1 The Firm shall supply the **REQUIRED ITEMS PROMPTLY** in accordance with Supply Order.

18.2 The firm shall not subcontract the Supply Order.

18.3 Transportation for delivery of items at final destination will be the responsibility of the firm. The firm shall ensure proper packing of goods to avoid deterioration of goods etc.

19. **Inspection**

a. Inspection will be carried out by the Inspection committee comprising of minimum three Officers/ Officials of PASSCO.

b. The supplier will arrange the delivery of full consignment of Polyethylene Sheets at specified destinations within the delivery schedule. Subject to the prescribed time limit the supplier will give inspection call for inspection of at least 50,000 Kg Polyethylene Sheets. PASSCO Inspection Board will carry out the inspection of Polyethylene Sheets, and also obtain two samples of measuring 4 meter x 72 inches from offered lot. One sample will be sent to Govt. Lab by the inspection board for test purpose and other will be handed over to Commercial Wing for any reference in future if so desired. On receipt of positive result from the lab and results of Inspection carried out by the committee, the said Polyethylene Sheets will be despatched under the supervision of Inspection Committee.
Lab test charges will be borne by the seller

20. **TIME FOR COMPLETION**

20.1 The supplier shall adhere to time frame set forth and deliver the required items as per demand of within given time or as per demand of procuring agency (**PASSCO**) from the date of issuance of acceptance letter / supply order and submit bill alongwith all relevant documents detail is appended below:-

- Bill
- Inspection Report.
- Lab Test report.
- GRA Pink Colour
- Sales Tax Invoice. .

20.2 Seller shall also indicate separately the amount of sales tax alongwith sales tax registration number issued by the sales tax department, in the sales tax invoice.

20.3 Late Delivery / Delay in Completion of Work:

- In case of Late Delivery (LD) after expiry of 45 days without penalty, PASSCO will be entitled to compensation for loss and will charge LD charges at the rate of 2% of the cost of Polyethylene sheets for delay upto 15 days on undelivered stock. Thereafter the contract may be rescinded.
- In case, contractor fails to deliver agreed quantity of Polyethylene sheets or part thereof beyond 15 days of the delivery date of each consignment, PASSCO may rescind the agreement and forfeit security deposited. Additionally PASSCO may purchase the defaulted quantity of Polyethylene sheets at the risk and cost basis, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending payments, dues, or through legal recourse.

21. REPLACEMENT WARRANTY

- 21.1 In case, the Polyethylene Sheets are not found according to the laid down specification. Convener Inspection Committee will notify the supplier within two (2) working days in writing after the receipt of inspection report accompanied by Lab test report under intimation to General Manager (Commercial).
- 21.2 The supplier will be responsible to replace the stocks found below specification without claiming any compensation within the delivery schedule.

22. TERMS OF PAYMENT

- 22.1 Relevant payment against supply order shall be payable to the firm upon successful delivery of the required items as per supply order which shall be proved by acceptance certificate (s) issued by PASSCO or its committee.
- 22.2 All the payment shall be made through crossed Cheque in the Pak Rupees.
- 22.3. Taxes will be deducted as per government rules at the time of payment.

23. DEFAULT BY SUPPLIER

- 23.1 If the firm fails to supply the required items/ refuses or fails to comply with a valid instruction of the PASSCO, the PASSCO may give notice and stating the default.
- 23.2 If the firm has not taken all practicable steps to remedy the default within **07 days** after receipt of PASSCO's notice, PASSCO may cancel the order and performance security / earnest money will be forfeited / confiscated, leading further towards Blacklisting of the Firm.

24. **FORCE MAJEURE**

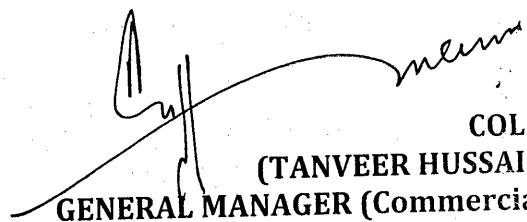
- 24.1 Force majeure shall mean any event, act or other circumstances or not being an event, act or circumstances under the control of the PASSCO or of the Firm i.e., Earthquake, Flood, or any other Severe Climatic circumstances. Non-availability of material and those Items ancillary to material or any other event leads towards clear negligence of the firm shall not constitute Force majeure.
- 24.2 If by reasons of Force Majeure, the Items cannot be delivered by the due delivery date, then the delivery date may be extended on the written request of supplier **except extreme circumstances that may be granted by MD PASSCO on case to case basis.**
- 24.3 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 is the result of an event of Force Majeure.
- 24.4 If a Force Majeure situation arises, the Firm shall, by written notice served on the PASSCO, indicate such condition and the cause thereof. Unless otherwise directed by the PASSCO in writing, the firm shall continue to perform under the supply order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. **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 PASSCO** 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.

26. **Jurisdiction of Court:**

Regarding the issue of jurisdiction in case of litigation between parties hereto, the court at Lahore shall have the exclusive jurisdiction to entertain such dispute.


COL ®
(TANVEER HUSSAIN)
GENERAL MANAGER (Commercial)

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED

CERTIFICATE

I/WE DO HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF BIDDING DOCUMENTS FOR **SUPPLY OF 116,000 KGS POLYETHYLENE SHEETS** AND ALL OTHER DETAILS CONTAINED IN THE TENDER DOCUMENT. I /WE THEREFORE, SIGN HEREUNDER AND EACH PAGE OF THE DOCUMENT IN TOKEN OF HAVING ACCEPTED ALL EWHAT IS ELUCIDATED THEREIN.

NOTE.

I/WE HAVE SUBMITTED 2X SEALED SAMPLES OF **POLYETHYLENE SHEETS** IN COMMERCIAL WING PASSCO HEAD OFFICE LAHORE BEFORE DROPPING THEN TENDER IN THE TENDER BOX AND I /WE ACCEPTED THER SAME.

Signature. _____

Name of Bidder _____

Name of Firm _____

Address _____

Stamp of the Firm _____

Telephone No Office _____

Mobile NO. _____

Fax No. _____ Email address _____

CNIC NO. _____ Income Tax Registration _____

Sales Tax Registration Number _____

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED
Required Features /specifications

I/WE here submit the rates for SUPPLY OF 116,000 KGS POLYETHYLENE SHEETS inclusive of all taxes & duties on "delivered basis at PASSCO destinations within Pakistan as per following schedule:-

Specifications	Rate per Kg inclusive of all taxes
a) Size. 72" Width Rolls	
b) Gauge. Double wall Thickness 0.30 mm (+/-0.02) Micro meter Gauge	
c) Quality. Virgin Polymer (as Base Polymer)	

I/WE HAVE SUBMITTED 2X SAMPLES OF "POLYETHYLENE SHEETS" IN COMMERCIAL WING PASSCO HEAD OFFICE LAHORE BEFORE DROPPING THE TENDER IN TENDER BOX AND I /WE ACCEPTED THE SAME.

Signatures _____

Name of Bidder _____ Phone No Office _____

Name of Firm _____ Mobile _____

Address _____

Detail of earnest Money. DD/Po _____ date _____

Amount _____ Bank & Branch _____

(Must be Printed on Rs. 100/- Stamp Paper)

BLACK-LISTING CERTIFICATE.

THE BIDDER SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT

- a. "CERTIFIED THAT I/WE HAVE NEITHER DEFAULTED OF ANY CONTRACT / AGREEMENT WITH ANY FEDERAL / PROVINCIAL / LOCAL GOVERNMENT NEITHER INCLUDING ITS DEPARTMENTS / BODIES / SUBSIDIARIES AND/OR ORGANIZATIONS / INSTITUTIONS IN LAST TWO YEARS, NOR BLACKLISTED BY ANY ONE OF THOSE ELUCIDATED ABOVE.

- b. IF, AT LATER STAGE, AFFIDAVIT IS FOUND FABRICATED / FACTIOUS, SECURITY ALREADY DEPOSITED MAY BE FORFEITED BY PASSCO".

M/S. _____

Contact Person : _____

Address : _____

Tel #: _____ Mobile #. _____ Fax # : _____

Email : _____

Signature : _____ Dated : _____

Agency Seal :

ATTESTED BY NOTARY PUBLIC

Pakistan Agricultural Storage & Services Corporation

(Must be Printed on Rs. 100/- Stamp Paper).

UNDERTAKING / CERTIFICATE.

IF DELIVERED /PROVIDED REQUIRED "**SUPPLY OF 116,000 KGS POLYETHYLENE SHEETS**" WERE FOUND REFURBISHED, SUBSTANDARD, OR OF POOR QUALITY, THE SUPPLY ORDER OF THE FIRM WILL BE IMMEDIATELY TERMINATED WITHOUT ASSIGNING ANY REASON AND WILL NOT MAKE ANY REFUND / PAYMENT. FURTHER, THE PERFORMANCE / BID SECURITY GIVEN BY THE FIRM WILL ALSO BE FORFEITED / CONFISCATED AND THE FIRM WILL BE DECLARED BLACK LISTED.

M/S. _____

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____ Fax #: _____

Email : _____

Signature : _____ Dated : _____

Agency Seal:

ATTESTED BY NOTARY PUBLIC