



PASSCO

PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LIMITED TENDER NOTICE

1. PASSCO invites sealed bids, from the firm / company / General Order Supplier / Vendor having valid NTN No. for supply of Bhoosa and PP Bags at Storage Points of (15) fifteen PASSCO's Zones on single stage one envelope procedure, as per PPRA Rule-36(a).

2. Zone wise scope of work is as under:-

Ser.	Name of Zone	Ph. of Zonal Offices	Supply of Bhoosa Mds	Supply of PP bags Nos.
1.	Hafizabad	0547-534064	3,280	7380
2.	T.T. Singh	046-9201169	2040	-
3.	Okara	044-9330013	4120	9270
4.	Sahiwal	040-4462267	4,600	8480
5.	Burewala	067-9200181	3520	-
6.	Vehari	067-3361031	2000	4500
7.	Khanewal	065-2551092	2,080	4680
8.	Multan	061-6564084	1160	2610
9.	Bahawal Nagar	063-2505258	2,070	2167
10.	Alipur	066-2755788	2,320	5220
11.	Khanpur	068-5572479	3440	7152
12.	Layyah	060-6411749	2360	-
13.	Khairpur	0243-9280265	4,160	9360
14.	Hyderabad	022-2675244	1,920	4320
15.	D.A Yar	083-8510458	2240	5040

3. For each work, separate Tender Document will be issued.

4. The delivery time of supply in each zone is **60** days.

5. The following mandatory documents must be submitted with sealed bid:-

- Copy of registration issued by relevant forum.
- An affidavit that contractor/firm/vendor is not black listed in any Govt./ Semi Govt. Department or any other agency.
- Valid registration with FBR.
- One year bank statement duly signed & stamped by relevant Bank Manager.

6. Bids shall be received on or before **08.07.2022** at **11:00 AM** and shall be opened at **11:30 AM** on the same day at **PASSCO H.O, 11-Kashmir Road, Lahore** in the presence of the contractors / firms / vendors or their authorized representative who care to be present at that time.

7. Bid should accompany a Pay Order or Bank Draft issued by any Scheduled Bank equivalent to 2% of Bid amount in the name of "**PASSCO**", as Bid Security. No CDR will be accepted.

8. Tender documents which contains the detailed terms & conditions, method of procurement, procedure for submission of bids etc; can be obtained from the office of **Dy.General Manager (Works), PASSCO, Head Office, 11-Kashmir Road, Lahore and respective Zonal Office** on cash payment of **Rs.3,000/-** (non-refundable) on production of original requisite documents on or before **07.07.2022** during office hours.

9. Tender documents (Bid) being tempered or over written will be rejected.

10. Any information related to works mentioned in ser.2, if required can be obtained from the office of Dy.General Manager(Works)/respective Zonal offices during the working hrs.

11. PASSCO may reject "non-responsive" bids, as per PPRA Rules.

(Engr. Faisal Hussain)
Dy. General Manager (Works)
PASSCO Lahore
Ph. # 042-9920143 & 042-36302875-6



Pakistan Agricultural Storage & Services
Corporation Limited

BIDDING DOCUMENTS

FOR SUPPLY OF DUNNAGE MATERIAL
IMPORTED WHEAT-2022

Issued to M/S

PAKISTAN AGRICULTURE STORAGE AND SERVICES CORPORATION LIMITED

(WORKS DEPARTMENT)

Cost of Tender Form **Rs. 3,000/-**

The bid will be received on (or before) **08.07.2022 till 11:00 AM** and
will be opened on **11:30 AM at PASSCO Plaza 11-Kashmir Road Lahore.**

Name of the Contractor

Name of Work

Earnest Money

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Important Note:-

Each page of the bidding document must be signed by the Contractor.

Mandatory document / Check List

Ser.	Detail of Document	Yes	No
1	Application/ letter of Intent for participation		
2	Copy of registration issued by relevant forum.		
3	Affidavit on stamp paper of Rs.200-/ as per (Annexure-B)		
4	Noncompliance to the Supply of required quantity may result in immediate termination of Acceptance/Supply Order/Agreement leading to forfeiture of earnest money/performance security and blacklisting of firm as per Specimen at (Annexure-C)		
5	Valid registration with FBR		
6	One year Bank Statement for period from July 2021 to June 2022		
7	Documents duly signed and stamped by Vendor		
8	Pay order/Demand Draft/Banker Cheque against 2% Earnest Money		

Note:- Failure to provide mandatory provisions as mentioned above will results in non-responsiveness of bidder.

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LTD

INVITATION TO THE BIDDERS

PURCHASE OF BHOOSA & PP.BAGS

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 from well-reputed, experienced general order suppliers / vendors for purchase of Bhoosa and PP.Bags for imported wheat year 2022 deliverable at PASSCO destinations within Pakistan as per given specifications at **Annex-“A”**
- 1.1.2 Bidding shall be conducted under Rule 36(a) of PPRA Rules “Single Stage Single Envelope Procedure” will be followed. All bids received shall be evaluated in the manner prescribed in the bidding document.

INSTRUCTIONS TO THE BIDDERS

1.2 Scope of Work

- 1.2.1 Procurement /Purchase of “**Bhoosa and PP.Bags for imported wheat 2022**” will be made according to BOQ and specifications, mentioned at **Annex-A**.

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. COST OF TENDERING

- 2.1 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.

3. CLARIFICATIONS OF TENDERING DOCUMENTS

- 3.1 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**) 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).

4. AMENDMENT OF TENDER/BIDDING DOCUMENT

- 4.1 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.
- 4.2 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.

5. LANGUAGE OF DOCUMENTS

- 5.1 Bidding Documents and related correspondence will always be in the English language.
- 5.2 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.
- 5.3 All relevant technical literature in English language should be attached with the bid.

6. PRICE

- 6.1 Price / bid / offer should be quoted in Pak Rupees.
- 6.2 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.
- 6.3 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.).
- 6.4 The price / bid offer shall be entered till completion of contract.
- 6.5 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.

7. BID SECURITY / EARNEST MONEY

- 7.1 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/ Banker Cheque in favour of the PASSCO. Cash Cheque /Call Deposit Receipt (CDR) /Security Deposit Receipt (SDR) will not be accepted as Earnest Money.
- 7.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the PASSCO as non-responsive.
- 7.3 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.
- 7.4 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. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

8. VALIDITY OF BIDS

8.1 All bids shall remain valid for the period of **60** days from the opening date of opening of bids/ Financial Proposal.

9. CLARIFICATIONS / CORRECTIONS OF TENDER / BID

9.1 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.

9.2 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.

10. RESPONSIVENESS OF TENDERS / BIDS

10.1 The valid Bid Security/ Earnest Money is submitted.

10.2 The bid is valid till required period.

10.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc. on "delivered" basis at PASSCO destinations within Pakistan.

10.4 Compliance to all important terms and conditions of this tender document on specified formats.

10.5 The bidder is eligible for tendering and possesses the requisite experience.

10.6 The bid does not deviate from basic requirements.

10.7 The bidder must attached valid bank statement showing financial stability of the firm.

10.8 The Tender / bid is generally in order etc.

11. DEADLINE FOR SUBMISSION OF BID DOCUMENTS.

11.1 The bids shall be delivered in person or sent by **Registered mail/courier services**, which should reach the office of Dy. General Manager (Works), PASSCO, Head Office, 11 Kashmir Road, Lahore, up to **1100 Hours** on or before **08.07.2022** or as specified in the advertisement / website of PPR /PASSCO.

11.2. Mandatory documents for evaluation of bids-

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:-

- a. Application/letter of Intent for participation in tendering process.
- b. The supplier must attached valid NTN Certificate.
- c. The firm must Certify (as per **Annexure "B"**) that they have neither defaulted of any contract / agreement or in legal dispute with any federal / provincial / local

government neither including its departments / bodies / subsidiaries and/or organizations / institutions in last two years, nor declared insolvent nor blacklisted by any one of those elucidated above (Affidavit on Stamp Paper of Rs. 100/-).

- d. Certificate on company's letterhead that the firm would supply of **Bhoosa & PP.Bags** as required by PASSCO, for Imported Wheat **2022**.
 - e. Noncompliance to the supply of required quantity may result in immediate termination of "**Acceptance / Supply Order/Agreement**" leading to forfeiture of earnest money / performance security and blacklisting of firm as per **Specimen at Annex-C**.
 - f. This bidding documents duly signed and stamped.
 - g. Pay order/demand draft/Banker Cheque against 2% Earnest Money (Rule 25 of PPRA Rules).
- 11.3 Bids should be submitted in sealed envelope containing necessary information regarding Tender Notice and warning message "**DO NOT OPEN BEFORE 1100 Hours on 08.07.2022**."
 - 11.4 Opened, e-mailed or faxed tenders / bids will not be accepted / entertained
 - 11.5 Any bid received by the PASSCO after the date and time of tender opening will be returned as unopened to sender / bidder.

12. OPENING OF BID

- 12.1 PASSCO's relevant committee (i.e. Tender Committee) will open at **1130 Hours on 08.07.2022**, in the presence of Company's authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.
- 12.2 The bidders shall drop the bidding documents completed in all aspects duly signed in sealed envelope in tender box placed at Works Wing PASSCO Head Office Lahore by **1100 Hours on 08.07.2022**.
- 12.3 Bids will be entertained, in the light of Rule-12 (2) of PPRA Rules that is reproduced hereunder:
"All procurement opportunities over three million Pakistani Rupees should be advertised on the Authority's website as well as in other print media or newspapers having wide circulation. The advertisement in the newspapers shall principally appear in at least two national dailies, one in English and the other in Urdu"
- 12.4 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.

13. EVALUATION OF BIDS

- 13.1 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.
- 13.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive.
- 13.3 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.

13.4 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.

14. PROCESS TO BE CONFIDENTIAL

14.1. 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.

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

15. TECHNICAL EVALUATION COMMITTEE (TEC)

15.1 The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements by a Technical Evaluation Committee constituted by Works Wing.

15.2 Furthermore the Committee will take all appropriate measures/actions as deemed fit to complete the assigned task.

16. AWARD CRITERIA & PASSCO's RIGHT

16.1 The contract will be awarded to lowest evaluated bidder provided that such bidder have been determined to be technically qualified to satisfactorily perform the contract.

16.2 The PASSCO reserves the right to accept or reject any submitted bid, as per PPR 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/Banker Cheque 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. TIME FOR COMPLETION

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

- Invoice/Bill.
- Inspection Report.
- Acceptance Letter.
- Agreement.

21.2 **Late Delivery / Delay in Completion of Work & Extreme:**

In case of Late Delivery, PASSCO will charge liquidated damages @ 0.1% per day to max of 10% of work amount or any other amount approved by DGM (Works) along-with extension. In this regard, the decision of DGM (Works) shall be final.

22. **REPLACEMENT WARRANTY**

22.1 The supplier will warrant that the required items supplied are un-used, and incorporates all recent improvements in design and materials and are of good quality. PASSCO shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will replace the defective items or part thereof at reasonable speed without any cost effect.

23. **TERMS OF PAYMENT**

23.1 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.

23.2 All the payment shall be made through crossed Cheque in the Pak Rupees.

23.3. Taxes will be deducted as per government rules at the time of payment.

24. **DEFAULT BY SUPPLIER**

24.1 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.

24.2 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.

25. **FORCE MAJEURE**

25.1 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.

25.2 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.**

25.3 The firm shall not be liable for liquidated damages, 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.

25.4 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.

26. **DEFAULT BY CONTRACTOR**

In any case in which under any clause of clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or committed a breach of any of the terms end condition of this contract, the DGM (Works) (on behalf of PASSCO) shall have power to adopt any of the following courses, as he may deem best suited to the interest of the PASSCO.

- a. To rescind contract (of which rescission notice, with action period **07 days**, from the issuance of notice in writing to the contractor under the hand of DGM(Works) shall be conclusive evidence) and in which the security deposit of contractor shall stand forfeited, and be absolutely at the disposal of PASSCO.
- b. To employ labour paid by the PASSCO and to supply materials to carry out the work, and recover extra expenditure if caused to the PASSCO, from any money due to the contractor by PASSCO under the contact or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof; the certificate of the Executive Engineer as to the value of the work done and the extra expenditure caused to the PASSCO, shall be final and conclusive against the contractor.
- c. To measure up / evaluate the work of the contractor and to take such part thereof as shall be unexecuted, out of his hand and give it to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the work had been executed by him of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive be borne and paid by the original contractor and may be deducted from any money due to him by PASSCO under the contract including his security deposit.

In the event of any of the above courses being adopted by the DGM(Works), the contractor shall have no claim to compensation for loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made by any advance on account of for with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to actually performed under this contract. Unless and until the Executive Engineer will have certified in writing the performance of such work and the value any able in respect thereof, and the shall only be entitled to be paid the value so certified.

27. **ARBITRATION:**

If the contractor be dissatisfied with the decision of the DGM(Works) or if his decision is not forthcoming within the stipulated or extended period/periods and desires Arbitration under the arbitration Clause as hereinafter provided he shall give a notice to the Managing Director in writing of such intention within a period of 28 days of the receipt of the DGM(Works) decision, or in case no decision is given, at the end of the period/periods within which the DGM(Works) was to give his decision. The said notice shall contain the cause of action, material facts of the case and relief sought. If no such notice is given, the decision of the DGM(Works) shall become final, conclusive and binding on the contractor.

Dispute which may be referred for Arbitration shall be limited to:

- (i) Any question difference or objection arising out of or in any way connected with the contract, or
- (ii) the meaning of the operation of any part of the contract, or
- (iii) the rights, duties of liabilities of either party ; or
- (iv) whether, the contract shall be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a results of such termination.
 - a. Provided that matters for which provision has been in the contract for final and binding decisions by the DGM (Works) or the Engineer-in-Charge shall be excluded from Arbitration.
 - b. The Venue of Arbitration shall be at Lahore.
 - c. The Arbitration shall be made by the Managing Director whose decision should be final and binding on the parties, and the contractor shall thereafter stand stopped from challenging the decision in any way.

28. **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.

(Must be printed on Rs. 200/- 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 / FICTITIOUS, 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. 200/- Stamp Paper)

UNDERTAKING / CERTIFICATE

IF DELIVERED / REQUIRED/OFFERED QUANTITY OF BHOOSA AND PP.BAGS FOR IMPORTED WHEAT 2021-22" 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