**INVITATION TO BID**
**PROCUREMENT OF 1,130 (±15%) LITERS DELTAMETHRIN (PESTICIDES) FOR YEAR 2025-26**

**Pakistan Agricultural Storage and Services Corporation Limited (PASSCO),** a Public Limited Company, invites sealed bids from well reputed Company/ Firm/ Suppliers for procurement of **1,130 (±15%) Liters** Deltamethrin (Pesticides) as per given below specifications (approved specification by Department of Plant Protection) and other terms & conditions. The Bidders must possess valid three (03) years' experience in supplying required items to Public/ Private Sector Organizations and should be registered with Department of Plant Protection, Government of Pakistan and all relevant taxation Departments/ Authorities. Moreover, Company/ Firm/ Suppliers are required to render a fresh certificate of assurance from their manufacturers for provision of required stock of Deltamethrin (Pesticides) to PASSCO, as per specifications given below: -

| **As per letter issued by Department of Plant Protection M/O National Food Security & Research, under Ordinance Pesticides 1971 vide No.1-18/2023-Reg. dated 19.01.2024** |
|---|
| The material shall consist essentially of Deltamethrin as active ingredient 2.5% (W/V)EC approved formula/ specifications by the Department Plant Protection |

2. The Bidding shall be conducted in line with the Rule 36 (b) '**Single Stage Two Envelope Procedure'** of the Public Procurement Rules, 2004. All bidders shall quote their rates inclusive of all government applicable taxes & stamp duties, loading, unloading charges etc. on delivered basis at PASSCO Godowns Khanewal on prescribed Bid Form. All bids must be accompanied by a bid security (as per Rule 25 of PPRA Rule) in the form of Pay Order/ Demand Draft, Cashier's Cheque or Banker's Cheque issued by any scheduled Bank in Pakistan in favor of PASSCO. Bid security of the successful bidder will be converted into 5% Performance Security/ Guarantee. **Cash/ Cheque/ Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) will not be acceptable and bid shall be rejected.**

**3.** The Bid Document can be viewed on the websites of EPADS – PPRA www.eprocure.gov.pk , PASSCO www.passco.gov.pk and PPRA www.ppra.org.pk . Bids can only be submitted online via EPADS – PPRA, whereas bid submitted manually shall stand rejected.

**4.** The bids shall remain valid for **sixty (60) days** from the opening date of financial bid. Each bid shall comprise of separate **Technical Proposal** and **Financial Proposal.** Bids will be opened as per below mentioned schedule:-

| Quantity required by PASSCO | Price of bidding documents | Pre-Bid Meeting for any Clarification | Last date for purchase of bidding documents | Bid security | Date of opening of technical proposals / bid submission date |
|---|---|---|---|---|---|
| **1,130 (±15%) Liters** | **Rs. 5,000.00** | **04.06.2025 (1200 Hours)** | **13.06.2025** | **Rs.44,635.00** | **16.06.2025 (1200 Hours)** |

**5.** Bids addressed to General Manager (Commercial) should be submitted online via EPADS-PPRA at **1130 Hours** on **16.06.2025** (as per Rule 28 of PPRA Rules) and will be opened at **1200** hours on the same day in the presence of bidders or their authorized representatives, who may care to be present.

**6.** Bid document can be purchased from the Office of Manager (Cash), PASSCO, Head Office, 11-Kashmir Road, Lahore (Phone No. 042-99201461-62) Ext 1319.

**7.** The PASSCO Management reserves the rights to reject all proposals under Rule 33(1) of PPRA Rules. Interested parties can obtain further information from the office of Officer Incharge (Commercial) during office hours (**0830** hours to **1630** hours) on telephone No.042-99201466-, Ext 1403.

General Manager (Commercial)
Pakistan Agricultural Storage & Services Corporation Limited (PASSCO)
Head Office, 11 Kashmir Road, Lahore
Phone No.042-99201466
Website: www.passco.gov.pk

# PROCUREMENT OF 1,130 (±15%) LITERS DELTAMETHRIN (PESTICIDES) FOR YEAR 2025-26
# 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 government applicable taxes & stamp duties, loading, unloading charges etc. from well-reputed, experienced Company/ Firm/ Suppliers for procurement of **1,130 (±15%) Liters Deltamethrin (Pesticides) for the year 2025-26** on deliver basis at PASSCO Godown Khanewal as per given schedule/ specifications at **Annex-"A".**

1.1.2 Bidding shall be conducted under Rule 36(b) of PPRA Rules **"Single Stage Two Envelope Procedure"**. Each bid shall comprise of separate **Technical proposal** and **Financial Proposal.** All bids received shall be evaluated in the manner prescribed in the bid document submitted online via EPADS-PPRA.

1.1.3 Bidders will have to submit representative **02 samples of Deltamethrin (Pesticides)** mentioned in Bid Document (Lab test charges will be borne by the seller). Bids of those, who will not submit representative samples, shall not be entertained at all as non-responsive.

### 1.2 INSTRUCTIONS TO THE BIDDERS

A bidder may be considered ineligible if: -

1.2.1 He is declared bankrupt or insolvent.

1.2.2 Legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property.

1.2.3 The bidder is convicted by a final judgment of any offense involving professional conduct.

1.2.4 The bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices or performance failure.

1.2.5 The bidder has not provided Registration Certificate with Department of Plant Protection (DPP), Government of Pakistan.

1.2.6 The bidder is not registered with all relevant taxation Departments/ Authorities.

1.2.7 The bidder has not **provided 02 samples of** Deltamethrin (Pesticides) under this bid as per required specifications for Laboratory Test (Lab test charges will be borne by the seller).

1.2.8 The bidder has not attached Copy of Certificate for Authorized Dealership or Distributorship from Original Manufacturer.

1.2.9 The bidder has not attached office details at Lahore and other cities (if applicable) with Phone Numbers/ Addresses.

1.2.10 The bidder has not attached fresh certificate of assurance from their manufacturers for provision of required stock of Deltamethrin (Pesticides) to PASSCO.

1.2.11 The bidder has not attached specimen at **Annex-B** of bid document.

1.2.12 The bidder has not attached certificate of Authorized representative (If required).

1.2.13 The bidder has not attached certificate on company's letterhead that the bidder would supply of **100% of total required quantity** for year **2025-26**.

1.2.14 The bidder has not attached undertaking as per **Annex-C**.

### 1.3 SCOPE OF WORK

1.3.1 Procurement of **"1,130 (±15%) Liters Deltamethrin (Pesticides) for year 2025-26**" will be made according to specifications, mentioned at **Annex-A**.

1.3.2 Bidders shall submit their bids with proper Indexing Table/ Page Numbers and attach all the mandatory/ required documents in Annex or Tagging format.

### 1.4 Source of Funds

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

## 2. COST OF BIDDING

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 biding process.

## 3. CLARIFICATIONS OF BID DOCUMENT

A prospective bidder requiring any clarification (s) may notify to PASSCO or an Officer Authorized on its behalf in writing. The PASSCO or 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 bid document or deemed necessary for the company).

## 4. AMENDMENT OF BID 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 bidder, modify the bid document by issuing addendum.

4.2 Any addendum thus issued shall form integral/ eternal part of the bid document to afford bidder reasonable time frame in which to take an addendum into account in preparing its bid, 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 letter head of the firm. All pages of the bid shall be signed and shall bear official seal of the person (s) authorized to sign/ endorse duly submitted online via EPADS – PPRA.

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 price/ rate quoted should be conclusive, final, and clearly written/ typed without any ambiguity.

6.3 The bid price should include all the government applicable taxes & stamp duties as per prevailing taxation rates of Provincial/ Federal Governments etc. (e.g. GST, Income Tax, and Withholding Tax, any Federal/ Provincial tax etc.) loading, unloading charges on delivered basis as per **Annex-A.**

6.4 The price/ bid offer shall remain the same 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

7.1 The bidder shall furnish Bid Security amounting to **Rs.44,635.00 (Rupee Forty Four Thousand Six Hundred Thirty Five Only)** as per Rule 25 of PPRA Rules in the form of Pay Order/ Demand Draft, Cashier's Cheque or Banker's Cheque issued by any scheduled Bank in Pakistan in favor of PASSCO. **Cash, Personal Cheque, Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) will not be accepted as Bid Security.**

7.2 Bid Security of the successful bidder will be converted into 5% Performance Security/ Guarantee.

7.3 Any bid not accompanied by required bid security shall be rejected by the PASSCO as non-responsive.

7.4 The bid securities of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid on written request on

firm's letterhead. The bid securities of bidders can be returned earlier if supported by a formal request on bidder's letterhead duly signed.

7.5 The bid security may be forfeited/ confiscated:

7.5.1 If a bidder withdraws his bid during the period of bid validity.

7.5.2 If the bidder does not accept the correction of his bid price.

7.5.3 In the case of a successful bidder, if he fails to furnish the required 5% Performance Security/ Guarantee or failed to sign agreement within 15 days for supply the **1,130 (±15%) liters Deltamethrin (Pesticides)** as per technical specifications available at **Annex-A.**

7.5.4 If the bidder fails to fulfill the mandatory requirements upon which he has given certificates/ affidavits etc.

## 8. VALIDITY OF BIDS

All bids shall remain valid for the period of **60** days from the opening date of Financial Proposal submitted online via EPADS- PPRA.

## 9. CLARIFICATIONS/ CORRECTIONS OF 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: -

9.2.1 If there is a discrepancy between unit price and total price that is obtained by 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.

9.2.2 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 BIDS

10.1 The valid Bid Security is submitted.

10.2 The bid is valid till required period.

10.3 The bid prices are firm, conclusive and final during its validity and inclusive of all government applicable taxes & stamp duties, loading, unloading charges etc. on "delivered" basis at PASSCO Godowns Khanewal.

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

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

10.6 The bid does not deviate from basic requirements.

10.7 The bidder must attach valid bank statement for last three (03) years showing financial stability of the firm.

10.8 The bid is generally in order etc.

10.9 The bidder submitted all mandatory/ requisite documents as mentioned in the tender document.

10.10 Bid submission online via EPADS – PPRA.

## 11. DEADLINE FOR SUBMISSION OF BID DOCUMENTS.

11.1 The bid (Technical and Financial Proposals) shall be submitted online via EPADS-PPRA website, up to **1130 Hours** on **16.06.2025** or as specified in the advertisement/ website of EPADS-PPRA, PPRA & PASSCO. Opened/ Emailed or Faxed bid will not be accepted/ entertained.

11.2 Bid can only be submitted on the duly purchased bid form **along with original cash receipt of bid document to be evaluated against the Technical Evaluation Criteria as provided in (Annexure D) of these documents**.

11.3 Bids not complying with the conditions/ instructions regarding submission of bids or submitted conditionally are liable to rejection.

**12. Technical proposal shall Consist/ Include: -**

The bidders which meet the following minimum requisite criteria to be evaluated against the Technical Evaluation Criteria as provided at **Annex-D** of these documents, will be considered as qualified keeping in view the contents of checklist for Technical Evaluation at **Annex-E**:-

12.1 Application/ Letter of Intent for participation in tendering process.

12.2 Provide 02 samples of Deltamethrin (Pesticides) as per required specifications for Laboratory Test (Lab test charges will be borne by the seller).

12.3 Copy of Income Tax/ Sale Tax Registration.

12.4 Copy of fresh Certificate of assurance from their manufacturers for provision of required stock of Deltamethrin (Pesticides) to PASSCO.

12.5 Copy of registration Certificate with Department of Plant Protection (DPP), Government of Pakistan.

12.6 Copy of Certificate for Authorized Dealership or Distributorship from Original Manufacturer.

12.7 Office details at Lahore and other cities (if applicable) with Phone numbers/ address.

12.8 Affidavit on Stamp Paper of **Rs.200/-** that the firm is not blacklisted by any Government/ Semi Government Department as per **Specimen at Annex-B**.

12.9 Noncompliance of any term and conditions may result in immediate termination of **"Acceptance/ Supply Order/ Agreement"** leading to forfeiture of bid Security/ Performance Security/ Guarantee and blacklisting of firm as per **Specimen at Annex-C** on affidavit on Stamp Paper of **Rs.200/-.**

12.10 Bidder having valid experience along with necessary documentary proof for supply of Deltamethrin (Pesticides) for last three (03) years.

12.11 Bidder to provide the audited financial statements for the last three (03) years duly signed by any chartered accountant firm.

12.12 Documentary proof of number and quantum of major contracts (3,000 Liters and above) successfully supplied during last 03 years.

**Note: -** Aggregate marks obtained less than 50 will lead to technical disqualification of the bidder. Furthermore, marks obtained less than 50% against each technical requirement will also lead to technical disqualification of the bidder. Bidders will be ranked on the basis of their obtained marks. Moreover, if two technically qualified bidders quote the same rate then the bidder with highest marks in technical evaluation will be considered as more advantageous.

**13. Financial proposal shall consist/ include of: -**

13.1 The bid document are duly signed and stamped by the bidder.

13.2 The price/ rate quoted should be firm, final, and clearly written/ typed without any ambiguity.

13.3 The bid price should include all government applicable taxes & stamp duties, Loading, unloading charges etc. as per prevailing taxation rates of Provincial/ Federal Governments etc. (e.g. GST, Income Tax, and Withholding Tax, any Federal/ Provincial tax, duty, levy etc.) on delivered basis as per **Annex-A.**

13.4 Pay Order/ Demand Draft, Cashier's Cheque or Banker's Cheque issued by any scheduled Bank in Pakistan in favor of PASSCO against **Rs.44,635.00** as bid security (Rule 25 of PPRA Rules). **Cash, personal Cheque, Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR)** will not be acceptable and bid shall be rejected.

13.5 Opened/ Emailed or Faxed bid will not be accepted/ entertained.

14. **OPENING OF BID**

14.1 The bidders shall submit the bid online via **EPADS-PPRA by 1130 hours on 16.06.2025**.

14.2 PASSCO's relevant committee (i.e. Tender Committee) will open the **Technical Proposal** online via EPDAS-PPRA at **1200 Hours on 16.06.2025** in the presence of company's authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.

14.3 Date and time for opening of **Financial Proposal** will be intimated to technically qualified bidders at later stage.

14.4 Bids will be entertained, in the light of Rule 12 (2) of PPRA Rules.

14.5 Technical Proposal & Financial Proposal of technically qualified bidder will be entertained in the light of Rule 36 (b) of PPRA Rules.

14.6 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.

## 15. EVALUATION OF BIDS

15.1 A bid determined as non-responsive will be rejected and will not subsequently be made responsive by the bidder by correcting the non-conformity.

15.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive. The bids will be evaluated as a whole.

15.3 It will be examined in detail whether the items offered by the company complies with the Technical Specifications as provided in this bid document as per **Annex-A**. For this purpose, the company's data will be compared with the bid document eligibility and evaluation criteria along with visit to company facilities/ offices for physical inspection, if required.

15.4 It will be examined in detail whether the documents comply with the conditions of the bid document. It is expected that no major deviation/ stipulation shall be taken by the company/ firm.

15.5 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.

## 16. PROCESS TO BE CONFIDENTIAL

16.1. 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.

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

## 17. TECHNICAL EVALUATION COMMITTEE (TEC)

17.1 The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements by a Technical Evaluation Committee (TEC) constituted by Commercial Wing.

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

## 18. AWARD CRITERIA & PASSCO's RIGHT.

18.1 The PASSCO reserves the right to accept or reject any submitted bid, as per PPRA rules and to annul the tendering process and reject all bids, at any time prior to award of contract, 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.

18.2 The contract will be awarded to the successful bidder with **most advantageous bid (Rule 38 of PPRA Rules)** provided that such bidders have been determined to be technically qualified. The selected company will furnish a 5% Performance Security/ Guarantee (as per rule 39 of PPRA rules) in the form of Pay Order/ Demand Draft, Cashier's Cheque or Banker's Cheque issued by any scheduled Bank in Pakistan in favor of PASSCO. **Cash/ Cheque/ Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) will not be acceptable and bid shall be rejected.**

18.3 In case, the suppliers sell the goods on lower rates than PASSCO contracted rates to any other public agency during the currency of agreement, the lesser/reduced rates i.e. difference of price will be paid by the supplier to PASSCO.

18.4 PASSCO has right to procure **Deltamethrin (Pesticide)** of the original quantity in form of additional quantity **by exercising +** 15% option.

18.5 The agreement will be signed on non-judicial stamp paper duly purchased in favor of PASSCO @ 0.25% Stamp duty of the value of contract with at least Fifteen (15) days after from the opening of bid, Rule 35 of PPRA rules.

18.6 Integrity Pact shall be printed on stamped paper worth Rs.**200**/- or more provided at the time of signing of agreement by the successful bidder.

**19. REQUIREMENT/ FORMAT OF BID**

All bidders shall quote their Price/ Rates inclusive of all government applicable taxes & Stamp duties, loading, unloading charges etc. on delivered basis at PASSCO Godown Khanewal along with required bid security amounting to **Rs.44, 635.00 (Rupee: Forty Four Thousand Six Hundred Thirty Five Only)** in the form of a **Pay Order/ Demand Draft, Cashier's Cheque or Banker's Cheque** issued by any scheduled Bank in Pakistan in favor of PASSCO as per this tender document requirement/ obligations. **Cash, Personal Cheque, Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) will not be accepted as Bid Security.**

**20. FIRM'S RESPONSIBILITIES**

20.1 The Firm shall supply the **REQUIRED ITEMS PROMPTLY** in accordance with Acceptance Letter, Agreement, Allocation Letter and provision of this bid document.

20.2 The firm shall not subcontract Acceptance Letter, Agreement (contract).

20.3 Transportation for delivery of items at PASSCO Godowns Khanewal will be the responsibility of the firm. The firm shall ensure proper packing of goods to avoid deterioration of goods etc.

**21. Shelf Life**.

The shelf life of the **1,130 (±15%) Liters** Deltamethrin (Pesticides) offered should not be less than (20) twenty months from the date of delivery of consignment.

**22. Packing and Labeling**.

Pesticide (Deltamethrin) will be properly packed in firmly sealed and leak proof of one liter bottle and 12 bottles shall be then packed in one carton. Alternatively, manufacturer standard packing shall also be acceptable. Expiry date of Deltamethrin should be printed on the label as per Agricultural Pesticides Ordinance, 1971.

**23. INSPECTION:**

Inspection of goods will be carried out by Inspection Committee and rep of supplier within three (03) days on receipt who will ascertain the general condition of the Stock. If the bottles/packing material is fit/ ok (airtight) then the committee will draw one representative sample from each batch and will get available test in any Government laboratory as the buyer may deem fit, Lab test report to be communicated to GM Commercial immediately. (**Lab test charges will be borne by the Seller)**. If stocks through visual inspection are not found according to the standard/specifications as laid in the contract the Convener Committee will inform the supplier as well as GM Commercial of the observation of visual inspection within two working days in writing. If the visual inspection is negative, the stock will not be accepted. The stock will be accepted in case the visual inspection reports as well as laboratory test reports are found fit/ ok.

**24. TIME FOR COMPLETION**

24.1 The supplier shall adhere to time frame set forth and deliver the required items within given time or as per demand of procuring agency **(PASSCO)** from the date of signing of Agreement and submit bill along with all relevant documents appended below:

24.1.1 Invoice/ Bill.
24.1.2 Inspection Report.
24.1.3 Lab Test report.
24.1.4 Goods Receipt Advice (Pink Color).
24.1.5 Sales Tax Invoice.
24.1.6 Acceptance Letter.
24.1.7 Agreement.

24.2 Seller shall also indicate separately the amount of sales tax along with sales tax registration number issued by the sales tax department, in the sales tax invoice.

**25. LATE DELIVERY/ DELAY IN COMPLETION OF WORK:**

25.1 In case of Late Delivery (LD) after expiry of given time, PASSCO will be entitled to compensation for loss and will charge LD charges at the rate of 2% of the cost of Deltamethrine (Pesticides) for delay upto15 days on undelivered stock as penalty. Thereafter, PASSCO may forfeit security deposited and rescind the agreement.

25.2 In case, contractor fails to deliver agreed quantity of Deltamethrine (Pesticides) or part thereof beyond 15 days of the delivery date of each consignment, PASSCO may forfeit security deposited and rescind the agreement. Additionally, PASSCO may procure defaulted quantity of Deltamethrin (Pesticides) at risk and cost basis, in that case, extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending bills, payments dues/ security or through legal recourse.

25.3 The bidder will be strictly bound to deliver the requisite items within stipulated period as per agreement/ contract. However, in exceptional circumstances, an extension in delivery period may be granted as deem necessary on case-to-case basis by the Competent Authority (the Managing Director PASSCO) with or without 2% penalty on written request on letterhead of the party on specific and valid justified grounds/ reasons.

**26. REPLACEMENT WARRANTY**

26.1 In case, the Deltamethrine (Pesticides) are not found according to the laid down specifications, 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).

26.2 The supplier will be responsible to replace the stocks found below specification without claiming any compensation within the delivery schedule, failing which PASSCO may forfeit/confiscate Performance Security/ Guarantee leading further towards Blacklisting of the Firm.

**27. TERMS OF PAYMENT**

27.1 Relevant payment shall be payable to the firm upon successful delivery of the required items as per Acceptance Letter and Agreement which shall be proved by Inspection Report issued by Inspection Committee.

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

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

**28. DEFAULT BY SUPPLIER**

28.1 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 stating the default.

28.2 If the firm has not taken all practicable steps to remedy the default within **07 days** after receipt of PASSCO's notice, PASSCO may forfeit/confiscate Performance Security/ Guarantee leading further towards Blacklisting of the Firm.

**29.** No claim on account of fluctuation in International/ Local market rates, which may arise out of any cause, shall be entertained, provided always that in the event levying of any duty or tax on the goods is imposed, increased, decreased or remitted, the Seller shall not be entitled to add to the said price any amount arising out of such imposition or increase.

**30.** Terms and conditions of Bid Notice will also be the integral part of this Bid Documents.

**31. FORCE MAJEURE**

31.1 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.

31.2 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 in his sole discretion on case-to-case basis keeping in view all the circumstances and requirements.

31.3 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.

31.4 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.

## 32. 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.

## 33. 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.

**Annex-A**

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED**

**REQUIRED FEATURES /SPECIFICATIONS**

I/We hereby submit the rates for supply of **1,130 (±15%) liters** Deltamethrin (pesticides) for year 2025-26 inclusive of all government applicable taxes & stamp duties loading and un-loading charges etc. on "delivered basis at PASSCO Godowns Khanewal as per following tentative delivery schedule (Negotiable): -

Up to 30.09.2025 100% = 1,130 Liters

(**As per requirement within given period**)

**SPECIFICATIONS**

| **As per letter issued by Department of Plant Protection M/O National Food Security & Research, under Ordinance Pesticides 1971 vide No.1-18/2023-Reg. dated 19.01.2024** | **Rate per liter Inclusive of all government applicable taxes, Stamp duty, loading, unloading etc. on delivered basis at PASSCO Godown Khanewal** |
|---|---|
| **Deltamethrin 2.5% (W/V) EC**<br>Common Name : Deltamethrin<br>Chemical Name :(S)-a-cyano-3-phenoxybenzly-(1R,3R)-3-(2,2-dibomovinyl)-=2,2-dimethylcyclopropane carboxylate<br>Declared Contents : 25 g (a.j)/ lit.<br>Appearance : Light to yellowish odourless liquid.<br>Density : 0.88 -0.90<br>Flash Point : 34 -38ºC<br>pH : 5.0 - 6.0<br>Emulsion Stability<br>Time after dilution : Limits of Stability<br>0 hr : Initial emulsifiability = Complete<br>0.5 hrs : Cream : Maximum 2 ml<br>2.0 hrs : Cream : Maximum 4 ml<br>Free Oil: Nil<br>24.0 hrs : Re-emulsification = complete<br>24.5 hrs : Cream : Maximum 4 ml<br>Free Oil : Nil<br>Storage Stability : After Storage at 54 ± 2ºC for 14 days the product shall continue to comply with all declared aspects of its physical and chemical properties. | **Rs: _____**<br>**Rupees:_____**<br>_____<br>_____<br>_____ |

I/We have submitted **two (02) Sealed Fresh Samples** of "**Deltamethrin (pesticides)**" (Lab test charges will be borne by the seller) at Commercial Wing PASSCO Head Office Lahore and I /we accepted the same.

**2. Detail of Bid Security:**

**DD/PO/BC No._____ Date _____**

**Amount Rs._____ Bank & Branch_____**

**3. ATTACHED ORIGINAL CASH RECEIPT REGARDING PURCHASE OF TENDER**

**4.**

**Receipt No._____ Date: _____ Amount in Figures: Rs. ----------/-**

**Amount in Words: Rupees: ---------- only)**

**M/S. _____**

**Name of Owner: _____Contact Person: _____**

**Address: _____**

---

**Telephone #: _____Mobile #: _____**

**Email: _____ Signature: _____**

**Dated: _____ Agency Seal: _____**

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED**

**CERTIFCATE**

I/We do hereby confirm to have read and understood stipulation for supply of 1,130 (±15%) liters Deltamethrin (pesticides) and all other details contained in the bid document. Hence, I /We therefore, sign hereunder and each page of the document in token of having accepted all what is elucidated therein.

**NOTE**.

I/We have submitted "**2 Sealed Fresh Samples"** of Deltamethrin (pesticides) (Lab test charges will be borne by the seller) at Commercial Wing PASSCO Head Office Lahore and I /We accepted the same.

**M/S. _____ Name of Owner: _____**

**Contact Person: _____Address: _____**

**_____**

**Telephone #: _____ Mobile #: _____**

**Email: _____Signature: _____**

**Dated: _____Agency Seal: _____**

**Annex- B**

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

## DEFAULT, INSOLVENCY AND BLACKLISTING CERTIFICATE

**THE BIDDER SHALL ATTACH HEREWITH AN AFFIDAVIT STATING THAT:-**

a. Certified that I/we 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, nor declared insolvent nor blacklisted by any one of those elucidated above.

b. Further, certified that firm or partner thereof in any other name and style, have never been defaulted nor convicted, by a final judgment of any offense involving professional conduct nor declared insolvent nor blacklisted, involved in corruption and corrupt practice, in malpractice and or smuggling etc.

c. If at later stage, affidavit is found fabricated/ factious, bid performance security/ performance guarantee already deposited may be confiscated/ forfeited by PASSCO.

**M/S. _____ Name of Owner: _____**

**Contact Person: _____Address: _____**

**_____**

**Telephone #: _____ Mobile #: _____**

**Email: _____Signature: _____**

**Dated: _____Agency Seal: _____**

**ATTESTED BY NOTARY PUBLIC**

**ANNEX-C**

**PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION**

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

**UNDERTAKING / CERTIFICATE.**

If delivered/ provided required "Deltamethrin (Pesticides) for year 2025-26" as per specifications/ samples "or equivalent" on "delivered" basis are found refurbished, substandard, or of poor quality, the supply order of the bidder will be immediately terminated without assigning any reason and Procuring Agency will have the right not to make any refund/ payment. Further, the performance/ bid security given by me/us will also be forfeited/ confiscated and I/We will be declared blacklisted.

**M/S. _____ Name of Owner: _____**

**Contact Person: _____Address: _____**

**_____**

**Telephone #: _____ Mobile #: _____**

**Email: _____Signature: _____**

**Dated: _____Agency Seal: _____**

**ATTESTED BY NOTARY PUBLIC**

**Annex- D**

## TECHNICAL EVALUATION CRITERIA

**Name of Party**

| Ser. | Technical Requirements | Designated Marks | Minimum Qualifying Marks | Marks Obtained | Remarks |
|---|---|---|---|---|---|
| 1 | Bidder having valid experience along with necessary documentary proof for supply of Deltamethrin for last three (03) years. | 40 | 20 | | 03 additional marks / per year for experience above 03 year subject to maximum of 40. |
| 2 | Bidder to provide the audited financial statements for the last three (03) years duly signed by any chartered accountant firm. | 20 | 10 | | 07 marks, for each contract and for 03 years subject to maximum of 20 marks. |
| 3 | Documentary proof of number and quantum of major contracts (3,000 Liters and above) successfully executed during last 03 years. | 40 | 20 | | For 01 year 20 marks, for 02 years 30 marks and for 03 years subject to maximum of 40. |
| Total | | **100** | **50** | | |

**Note:**

1. **Aggregate marks obtained less than 50 will lead to technical disqualification of the bidder. Furthermore, marks obtained less than 50 % against each technical requirement will also lead to technical disqualification of the bidder. Bidders will be ranked on the basis of their obtained marks. Moreover, if two technically qualified bidders quote the same rate then the bidder with highest marks in technical evaluation will be considered as more advantageous.**

2. **Technical Evaluation Committee may ask/ require documentary/ bids clarification in accordance with rule 31 of PPRA Rules.**

**ANNEX-E**

# CHECKLIST FOR TECHNICAL EVALUATION

| Ser. # | Descriptions |
|---|---|
| **1** | Application/ Letter of Intent for participation in tendering process. |
| **2** | Provide 02 samples of Deltamethrin (Pesticide) along with valid fresh import documents under this bid as per required specifications for Laboratory Test (Lab test charges will be borne by the seller). |
| **3** | Copy of Income Tax/ Sale Tax Registration. |
| **4** | Copy of fresh Certificate of assurance from their manufacturers for provision of required stock of Deltamethrin (Pesticide) to PASSCO. |
| **5** | Copy of registration Certificate with Department of Plant Protection (DPP), with the Government of Pakistan. |
| **6** | Copy of Certificate for Authorized Dealership or Distributorship from Original Manufacturer. |
| **7** | The bidder has attached office details at Lahore and other cities (if applicable) with Phone Numbers/ Addresses. |
| **8** | Affidavit on Stamp Paper of **Rs.200/-** that the firm is not blacklisted by any Government/ Semi Government Department as per **Specimen at Annex-B**. |
| **9** | Noncompliance of any term and conditions may result in immediate termination of **"Acceptance/ Supply Order/ Agreement"** leading to forfeiture of bid Security/ Performance Security/ Guarantee and blacklisting of firm as per **Specimen at Annex-C** on affidavit on Stamp Paper of **Rs.200/-.** |
| **10** | Bidder having valid experience along with necessary documentary proof for supply of Deltamethrin (Pesticide) for last three (03) years. |
| **11** | Bidder to provide the audited financial statements for the last three (03) years duly signed by any chartered accountant firm. |
| **12** | Documentary proof of number and quantum of major contracts (3,000 Liters and above) successfully supplied during last 03 years. |
| **13** | The valid Bid Security is submitted. |
| **14** | The bid is valid till required period. |
| **15** | The bid prices are firm, conclusive and final during its validity and inclusive of all government applicable taxes & stamp duties, loading, unloading charges etc. on "delivered" basis at PASSCO Godowns Khanewal. |
| **16** | Compliance to all important terms and conditions of this bid document on specified formats. |
| **17** | The bidder is eligible for bidding and possesses the requisite experience. |
| **18** | The bid does not deviate from basic requirements. |
| **19** | The bid is generally in order etc. |
| **20** | The bidder submitted all mandatory/ requisite documents as mentioned in the tender document. |
| **21** | Bid submission online via EPADS-PPRA |
| **22** | Attached Original Cash Receipt Regarding Purchase of Tender Documents |