

BID DOCUMENTS SALE OF 4,765.951 METRIC TONS (± 15%) DAMAGED WHEAT

INTRODUCTION:

PASSCO is a public limited company established in 1973, maintaining food security by conserving strategic reserve of food commodities and supplying wheat to deficit areas/ agencies as per allocations made by the M/o NFS&R.

INSTRUCTIONS TO THE BIDDER

1. Sealed bids addressed to the Zonal Head Khairpur shall be received up to 1200 hours till 10.08.2024 in the PASSCO Zonal Office Khairpur. All the received bids shall be opened in the Zonal office Khairpur at **1230** hours on 10.08.2024 in the presence of bidders or their authorized representatives.
2. Bidders shall quote their rates (Inclusive of all taxes/ duties and excluding labour, filling, loading/ unloading & handling charges) in Rupees per Metric Ton of damaged wheat on the prescribed bid form against each bid for a particular lot of any centre. Each bid must be accompanied by a bid security for a particular lot as detailed in clause 13, 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 the bid shall be rejected. The maximum/ most advantageous rate quoted for a particular lot during the bidding process by any party shall be used for the award of the contract regarding selling/ lifting of the damaged wheat to whoever participated in the bidding process for any lot after depositing required 10% performance security. The bid security of the successful bidder shall be adjusted against their performance security on the award of the contract.
3. The Supervisory Officer (Damaged Wheat)/ Zonal Head Concerned will issue separate acceptance letters in the name of successful bidders. The successful bidders will be required to sign the agreement within 7 working Days from the date of issuance of the acceptance letter after depositing **10% Performance Security** of the value of the contracted quantity. The performance security shall be accepted only in the shape of PO/ DD/ BC. The agreement shall be executed on non-judicial stamp paper worth **Rs.3,000/-** duly purchased in favour of PASSCO. Bid Security deposited by the bidder shall stand forfeited upon failure of execution of the agreement within 7 working days.
4. The bidder shall provide an affidavit Certificate (**Annex-B**) on Non-Judicial Stamp Paper worth Rs.300/- duly purchased in favour of PASSCO at the time of signing of the agreement.
5. The bidder/firm/company shall furnish the names and addresses of its partners/directors along with copies of CNIC, if any.
6. Bid must be submitted on the prescribed bid form only (**Annex-A**). Bid on the letterhead of the firm or telegraphic offers or bids delivered through any electronic media etc. shall not be entertained.
7. Bidder should clearly indicate name, CNIC, address, telephone (Cell No), fax number and e-mail address (if any) etc.
8. Each page of the bid document must be signed by the Bidder appending full signatures with name and official stamp.
9. Bidder will put complete signatures on alterations and cuttings, if any made by him along with an official stamp.
10. Bid validity period/ Bid offer will remain valid for **60 days** from the date of opening of bid.

11. Offer will not be considered if: -
 - 11.1. Received without Bid Security against each bid for a particular lot;
 - 11.2. Received after 1200 Hours on 10.08.2024 at PASSCO Zonal Office, Khairpur;
 - 11.3. Bid document is unsigned;
 - 11.4. The offer is ambiguous or conditional.
12. If the bidder withdraws or amends the offer, bid security shall be forfeited.
13. Bidders must satisfy themselves regarding the quality, quantity and physical condition of the damaged wheat stocks by inspecting the sites with effect from **25.07.2024 to 09.08.2024 (0830 to 1630 hours)**, and no objection will be entertained after submission of the bid. The lot-wise tentative quantity of a particular Centre and related bid security and lifting period is as under:-

Sr.No.	Name of Center	Lot No.	Lot Tentative Quantity (M. Tons)	Bid Security (PKR)/ Lot	Lifting Period (Days)
1	Usta Muhammad -II	D	1,268.000	1,000,000/-	45
2		E	1,177.701	1,000,000/-	45
3		F	514.910	1,000,000/-	45
4	Rasoolabad	B	1,805.340	1,000,000/-	45
Grand Total			4,765.951		

14. 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 minimum of 30 M Tons each will be issued by the Zonal Head after confirmation by F&A Wing of the deposit of stock's cost through PO/ DD/ BC. Whereas, in exceptional circumstances, an extension in the lifting period may be granted **on a case-to-case basis by the Competent Authority (Managing Director, PASSCO) with or without 2% penalty.** On this account, if the successful bidder even then fails to lift the contracted quantity within the **stipulated period**, PASSCO shall forfeit the total Bid/ Performance Security and any other amount so deposited in this regard, and the agreement will stand rescinded and wheat will be disposed of to any other party at the risk & cost of the Second party.
15. **Terms and conditions of the bid notice and those elucidated in this bid document will be the substantial/ integral part of the agreement/ contract.**
16. The bidder will be strictly bound to lift the damaged wheat stock within the stipulated period as mentioned in the agreement. The Performance Security shall be released after submission of **“Work Completion Certificate”** duly signed by the concerned Center Incharge, Project Manager and countersigned by the Zonal Head concerned.
17. The Competent Authority of PASSCO may accept or reject all bids or proposals at any time before the acceptance of a bid or proposal.
18. **FORCE MAJEURE**
 - 18.1 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.
 - 18.2 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.**

18.3 The bidder 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.

19. **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.

20. **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.

Bidder's & Firm Name_____

Bidder's CNIC:_____ Phone No #_____

Mobile # _____ Email _____

Current Mailing Address _____

Signatures_____

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED**Bid Form****SALE OF 4,765.951 (± 15%) METRIC TONS DAMAGED WHEAT**

Reference your advertisement, which appeared in the Daily-----dated -----, I/We offer to purchase the Damaged Wheat stock available for sale of 4,765.951_Metric Tons (± 15%) **(Damaged Wheat Stock is not safe /unfit for human consumption)** on “As Is Where Is” basis lying at below-mentioned locations of PASSCO centres: -

Ser. #	Name of Centers (D.A Yar Zone)	Lot No.	Lot Tentative Quantity (M. Tons)	Bid Security (PKR)/ Lot	Lifting Period (Days)	Rate per M. Ton inclusive of all govt. applicable taxes, duties etc. on “as is where is” basis in Rupees
1	Usta Muhammad -II	D	1,268.000	1,000,000/-	45	
2		E	1,177.701	1,000,000/-	45	
3		F	514.910	1,000,000/-	45	
4	Rasoolabad	B	1,805.340	1,000,000/-	45	
G. Total			4,765.951			

***Note: The labour, filling, loading/ unloading & handling charges will be borne by the buyer**

Detail of Bid Security.

Bidder's & Firm Name _____

DD/PO # _____ Date _____

Amount (PKR) _____ Bank & Branch _____

Bidder's CNIC (Copy Attached): _____ Phone No # _____

Mobile # _____ Email _____

Current Mailing Address _____

Signatures _____

CERTIFICATE/UNDERTAKING

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 the purchase of damaged wheat (**not safe /unfit for human consumption**) on “**as is where is**” basis at quoted rate and lifting period given in the bid form. I/We also adhere to the terms and conditions of this bid document. I/We hereby confirm not to use this damaged wheat for human consumption. If, it is found at a later stage through any source, this damaged wheat was used for human consumption then PASSCO is at liberty to take civil and criminal proceedings against me/us.

2. I/We also confirm that I/We visited the sites /centers and inspected the quantity, quality and physical condition of the damaged wheat stock. In this regard, PASSCO has the right not to entertain any objection raised by me/us after the submission of this bid and during or after the lifting of damaged wheat.

3. I/ We also further confirm and affirm that I/We are not blacklisted from any government office, agency etc.

Name of Bidder _____

CNIC (Attach copy) # _____

Name of firm: _____

Stamp of the firm _____

Signature of the Bidder _____

1. Witness (Name & Sign): _____

CNIC# _____

2. Witness (Name & Sign): _____

CNIC# _____