

Tender Notice for Provision of Transportation Services for Shifting of 1,500,000 (± 10%) Metric Tons Imported Wheat

Pakistan Agricultural Storage and Services Corporation Limited (PASSCO) working under Ministry of National Food Security & Research (MNFS&R), a Public sector Organization invites sealed bids from well reputed firms, companies having last five (05) years of relevant/commensurate experience in transportation of wheat for shifting of **1,500,000 (± 10%) Metric Tons Imported Wheat** from Karachi, Bin Qasim/FAP Marine Terminal and Gwadar ports (**quote rate for each port separately**) to following PASSCO designated Zones (locations within Geographic boundaries of PASSCO Zones), as on required basis:-

Sr.	Name of Zones				
1.	HAFIZABAD	6.	VEHARI	11.	KHANPUR
2.	T.T.SINGH	7.	KHANEWAL	12.	LAYYAH
3.	OKARA	8.	MULTAN	13.	KHAIRPUR
4.	SAHIWAL	9.	BAHAWALNAGAR	14.	HYDERABAD
5.	BUREWALA	10.	ALI PUR	15.	DERA ALLAH YAR

2. Bidders must quote rate per metric ton for transportation of wheat from Karachi Port Trust, Bin Qasim/ FAP Marine Terminal and Gwadar ports on delivered basis to above mentioned PASSCO Zones/locations inclusive of all taxes and duties/ loading /unloading & handling charges at the destinations or any other charges incurred in arranging safety measures (against weather, theft/pilferage/accidental, axle load condition and or any damage etc.) for wheat during transit, from forwarding's end to consignee's end.

3. All bidders shall quote their Rates as per prescribed bid form. The bid security **4%** (as per Rule 25 of PPRA Rules) will be calculated on the higher average rate quoted on either **Annexure-“A-I or A-II”** against the whole quantity in the form of Pay Order/Demand Draft, Cashier's Cheque & Banker's Cheque issued by any scheduled Bank in Pakistan in favour of PASSCO. No Cash/ Call deposit Receipt (CDR) /Security Deposit Receipt (SDR) will be acceptable and bid shall be rejected.

4. Bidding documents are available for interested parties up to **31.08.2021** by 1700 hours at the following PASSCO offices. Price of the bidding document is Rs. **2,000/-** (non-refundable). The Bidding documents can also be viewed on the website of PASSCO www.passco.gov.pk and PPRA website www.ppra.org.pk, but the tender can only be submitted on the duly purchased tender document.

a) Manager (Cash), PASSCO, Head Office, 11-Kashmir Road, Lahore, (Phone No. 042-99201461-62).

b) PASSCO, Liaison Office, Rashid Minhas Road, Karachi (Phone No. 021-34167009).

5. The bids shall remain valid for **(60) days** from the opening date of Tender. Tender shall be conducted under Rule 36(b) of PPRA Rules **“Single Stage Two Envelope Procedure”**. Each Tender shall comprise two separate envelopes clearly marked as **technical proposal** and **financial proposal**.

a) Technical Proposal will be opened on **01.09.2021** at **1100** Hours.

b) Financial proposal of only technically qualified bidders will be opened on **01.09.2021** at **1600** Hours.

6. Bids addressed to General Manager (Commercial) along with profile of the bidders should be dropped up to **1030** hours on **01.09.2021** (as per Rule 28 of PPRA Rules) in the tender box placed at PASSCO, Head Office, 11 Kashmir Road, Lahore and will be opened at **1100** hours on the same day in the presence of bidders or their authorized representatives, who may care to be present.

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 (**0900** hours to **1700** hours) on telephone No.042-99201466-, Ext 1404.

A/General Manager (Commercial)
Pakistan Agricultural Storage & Services Corporation Limited (PASSCO)
Head Office, 11 Kashmir Road, Lahore
Phone No.042-99201461-62
Website: www.passco.gov.pk

**INVITATION TO THE BIDDERS REGARDING TRANSPORTATION SERVICES
FOR SHIFTING OF 1,500,000 (± 10) METRIC TONS IMPORTED WHEAT**

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 for each port separately regarding transportation services for shifting of 1,500,000 (± 10%) Metric Tons Imported Wheat from Karachi Port Trust, Bin Qasim/FAP Marine Terminal and Gwadar Ports to PASSCO designated Zones (locations within Geographic boundaries of PASSCO Zones), as on required basis inclusive of all taxes, duties, loading/unloading, handling at the destinations or any other charges incurred in arranging safety measures (against weather, theft/pilferage/accidental loss and or damage etc.) from well-reputed, experienced parties as per **Annexure-“A-I & A-II”**.
- 1.1.2 Bidding shall be conducted under Rule 36(b) of PPRA Rules i.e. “Single Stage Two Envelope Procedure”. Each bid shall comprise two separate envelopes containing technical proposal and financial proposal. All bids received shall be opened evaluated in the manner prescribed in the bidding documents.

INSTRUCTIONS TO THE BIDDERS

1.2 Scope of Work

- 1.2.1 Transportation services for shifting of **1,500,000 (± 10%)** Metric Tons Imported Wheat from Karachi, Bin Qasim/FAP Marine Terminal and Gwadar ports to PASSCO designated Zones (locations within Geographic boundaries of PASSCO Zones), as on required basis as per **Annex-“A-I & A-II”**, in the light of notification F.No.1-3/2019/DFSC-II/Wheat Import dated 25th January, 2021.
- 1.2.2 Tenderer shall submit their offer with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annexure 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. 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 tenders, 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 initialed / 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 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, and Withholding Tax etc.) as per Annexure **A-I & A-II**.
- 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.
- 6.6 **Bidders must** quote rates for all destinations as per Annexure A-I & A-II. It is a must that the bidder quote rates for all destinations otherwise the bid shall be considered invalid.

7. BID SECURITY/EARNEST MONEY

- 7.1 The bidder shall quote their Price / Rates as per prescribed bid form. The bid security i.e. 4% (as per Rule 25 of PPRA Rules) will be calculated on the higher average rate quoted on either Annexure **A-I or A-II** against the whole quantity in the form of Pay Order/Demand Draft, Cashier's Cheque & Banker's Cheque in favour of the PASSCO. No Cash, personal Cheque, Call Deposit Receipt (CDR) /Security Deposit Receipt (SDR) will be accepted as Earnest Money.
- 7.2 Any bid not accompanied by 4% 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. 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. In the case of a successful bidder, if he fails to furnish the required performance security or failed to provide transportation services for shifting of 1,500,000 (\pm 10%) Imported Wheat from Karachi Port Trust, Bin Qasim/FAP Marine Terminal and Gwadar ports to PASSCO designated Zones (locations within Geographic boundaries of PASSCO Zones).

- iv. 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 date of opening bids/ Financial Proposal.
- 8.2 Contract will be valid till completion of process for shifting of 1,500,000 (\pm **10%**) Imported Wheat from Karachi, Bin Qasim/FAP Marine Terminal and Gwadar ports to PASSCO designated Zones (locations within Geographic boundaries of PASSCO Zones).

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:-
 - a) 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.
 - b) 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.
- 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 attach valid bank statement showing financial stability of the firm of minimum 100 Million.

11. DEADLINE FOR SUBMISSION OF BID DOCUMENTS.

- 11.1 The Tender 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 **10:30 am** on **01.09.2021** or as specified in the advertisement /website of PPRA /PASSCO. Opened/Emailed or Faxed bid will not be accepted/entertained.
- 11.2 Tender can only be submitted on the duly purchased Tender Form. Tenders not complying with the conditions/instructions regarding submission of bids or submitted conditionally are liable to rejection.
- 11.3. **Technical proposal shall consist/includes:-**
 - 11.3.1 The Tenderers which meet the following minimum requisite criteria, would be declared eligible. Tenderer must provide the under mentioned documents:
 - i. Application/letter of Intent for participation in tendering process.
 - ii. Firms must have valid experience in transportation Services for last Five (05) Years in transportation of wheat with necessary documentary proof.
 - iii. Detail / Proof of firm owned fleet (Minimum 120 vehicles owned by the firm for transportation purposes) with necessary documentary proof.

- iv. Firm must attach valid bank statement in original showing financial stability of the firm for minimum of Rs.100 Million.
- v. Bidder should submit a proof of lifting of at least 500,000 M/Tons wheat in last two years with necessary documentary proof.
- vi. Firm must have offices to handle transport in Gwadar, Karachi, and central Punjab with documentary evidence.
- vii. The company must have annual turnover from transport business of more than Rs. 3.0 Billion.
- viii. Registration with FBR/PRA/SRB.
- ix. Copy of Income Tax / Sales Tax Registration Certificate.
 - x. An undertaking to the effect that the bidder have no link with the supplier of wheat or their local agent.
 - xi. Certificate of Authorized representative.
 - xii. Original cash receipt of tender documents issued by PASSCO.
- xiii. 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 five years, nor declared insolvent nor blacklisted by any one of those elucidated above (Affidavit on Stamp Paper of Rs. 100/-).
- xiv. The bidder must comply to all terms and conditions mentioned in the tender documents.

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

- 12.1 The Tender documents are duly signed and stamped by the party.
- 12.2 The bidder shall quote their Price / Rates as per prescribed bid form. The bid security i.e. 4% will be calculated on the higher average rate quoted on either Annexure **A-I or A-II** against the whole quantity in the form of Pay Order/Demand Draft, Cashier’s Cheque & Banker’s Cheque in favour of the PASSCO. Cash, personal Cheque, Call Deposit Receipt (CDR) /Security Deposit Receipt (SDR) will not be accepted as Earnest Money.
- 12.3 Bids should be submitted as per Annex “A-I & A-II” in sealed envelope containing necessary information regarding Tender Notice and warning message “**DO NOT OPEN BEFORE 01.09.2021 AT 1600 Hours.**”
- 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 (i.e. Tender Committee) will open technical bids at **1100 Hours on 01.09.2021** and financial bids of technically qualified parties will be opened at **1600 Hours on 01.09.2021** in the presence of companies authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.
- 13.2 The parties shall drop the tender documents completed in all aspects duly signed in sealed envelope marked as “**Tender for Provision of transportation Services regarding shifting of 1,500,000 Metric Tons Imported Wheat**” in bold and legible letter to avoid confusion in tender box placed at Commercial Wing PASSCO Head Office Lahore by **1030 hours on - 01.09.2021.**
- 13.3 Technical Proposal & Financial Proposal of technically qualified bidder will also be entertained in the light of Rule 36 b of PPRA Rules that is Single Stage – Two Envelope Procedure.

- 13.4 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.
- 13.5 The PASSCO reserves the right to reject all bids / proposals as per PPRA Rule 33 (I).

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.
- 14.3 It will be examined in detail whether the services offered by the company complies with the Technical requirements as provided in this tender document. 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 at any time by the PASSCO Officers.
- 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 transportation contractor 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. TECHNICAL EVALUATION COMMITTEE (TEC)

- 16.1 The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements and terms and conditions mentioned in the tender documents by a Technical Evaluation Committee constituted by Commercial Wing.
- 16.2 Furthermore the Committee will take all appropriate measures/actions as deemed fit to complete the assigned task.
- 16.3 All the information regarding the technical evaluation shall be kept confidential (as per rule 41 of PPRA rules) until the time of announcement of respective evaluation reports.

17. AWARD CRITERIA & PASSCO's RIGHT

- 17.1 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 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.
- 17.2 The contract will be awarded to the successful bidders with most advantageous bids (Rule 38 of PPRA Rules) provided that such bidders have been determined to be technically qualified. The selected companies will have to furnish a performance guarantee (as per rule 39 of PPRA rules) @ 8% of total bid price in addition to 4% of the tendered value already deposited as bid money/earnest money (as per Rule 25 of PPRA Rules) valid till completion of

contract. The agreement will be signed on stamp paper worth Rs. 1200/- duly purchased in favour of PASSCO within Five (05) working days from the issuance date of acceptance letter.

- 17.3 Integrity Pact shall be printed on stamped paper worth Rs.100/- provided at the time of signing of agreement within five (05) working days after date of issuance of acceptance letter by the successful bidder at **Annexure “C”**.

18. RESPONSIBILITIES

Contractor will be responsible to:-

- 18.1 Offer rate for shifting of entire quantity of 1,500,000 ($\pm 10\%$) Metric Tons of Imported Wheat, as per “**Annexure “A-I & A-II”**”.
- 18.2 Provide an affidavit on non-judicial stamp paper worth Rs.100/- attested by Notary Public as per (**Annexure “B”**).
- 18.3 Detail representatives at loading and unloading sites for completion of documents with PASSCO Staff, both at originating and destination ends.
- 18.4 Provide transport and handling facilities, for shifting of (minimum) 6,000 Metric Tons of wheat per day per vessel including holidays from loading points end, failing which all consequential losses, (like demurrage for delaying of vessel/ grounding/storage of wheat at port or TCP premises, cleaning and fumigation of TCP Godowns/premises, transportation to and from TCP Godowns/premises etc.) will be paid/borne by the contractor. If he fails to provide sufficient transport for the lifting of agreed quantity.
- 18.5 Ensure dedicated truck marshaling area within 500 meters of designated load points capable to carry sufficient trucks /Vehicle required for loading and transportation of minimum 6,000 Metric Tons per day per vessel (as per agreement with TCP).
- 18.6 Ensure that all vehicles will be weighed on weigh bridges at either end, before and after loading/unloading. Contractor will pay for weighbridge charges at both ends. Preparation of proper documents and record regarding weighment of wheat at either ends will be the responsibility of contractor and PASSCO staff, at Karachi Port Trust, Bin Qasim/FAP Marine Terminal and Gwadar ports and designated PASSCO Zones/locations (Geographical boundaries of PASSCO zones).
- 18.7 Ensure adequate transportation for shifting of 1,500,000 ($\pm 10\%$) Metric Tons Imported Wheat as per requirement at the ports.
- 18.8 Ensure receipt of correct quantity, weight and quality of wheat stocks at loading points and deliver the same at PASSCO Zones/locations (Geographical boundaries of PASSCO zones) within Three days from the date of lifting from Karachi, Bin Qasim/FAP Marine Terminal and Gwadar ports.
- 18.9 Pay all applicable taxes, duties, tolls, levies and port charges etc.
- 18.10 Make payment to PASSCO against any loss to stocks during operations at following rate:-

(1)	Jute Bags	Rs. 300/-per Bag	Plus 10% penalty charges
(1)	Wheat	As per agreement with TCP + PASSCO’s Expenses	

- 18.11 Pay all charges of labour engaged at loading/unloading points.
- 18.12 Submit the bills along with all supporting documents to Commercial Wing, PASSCO, Head Office on weekly basis against Transportation services.

PASSCO will make the payment of bills within Fifteen (15) days of the receipt of bills after written confirmation from Field Wing /S&C Wing or by the full operation team at Karachi port.

- 18.13 Ensure that the stocks are expeditiously moved/shifted and are not unnecessarily delayed at loading points, in transit or at destinations to avoid deterioration of wheat stocks.
- 18.14 Deliver the stocks at given PASSCO Zones/locations (Geographical boundaries of PASSCO zones) under his arrangements without any compensation for replacement of vehicle or diversion in case of road block or vehicle casualty.
- 18.15 Apply after expiry of operational period of agreement/contract for the refund of security deposited, supported by NOCs issued after reconciliation by Field Wing/S&C Wing PASSCO after the last bill is paid by the contractee (PASSCO).
- 18.16 Manage entire range of activities from lifting of wheat stocks (at the ports) till the stocks are unloaded at the destinations (PASSCO designated storage points).
- 18.17 In case of delay / detention of vehicle at port due to fault on the part of TCP's Stevedore, the Transporter can lodge the claim upon PASSCO and the same shall be forwarded to TCP accordingly. The detention time to be commenced after 24 hrs of the arrival of truck at Port/Warehouse. The claim shall be lodged with full documentary support with the counter signatures of TCP's Officers/Surveyors. The maximum rate of delay/detention shall be Rs.5000.00 per day per vehicle or prorate.
- 18.18 In case of non-fulfilling the daily lifting/loading rate, demurrage charges as per agreement with importing agency will be applicable.

19. PASSCO will be responsible to:-

- 19.1 Establish offices and appoint sufficient managerial and supervising staff both at loading and unloading points to coordinate with the contractor and different government offices for proper receiving of wheat stocks.
- 19.2 PASSCO shall give at least 05 days advance intimation/notice to the contractor about arrival schedule of the vessel.
- 19.3 Get the acknowledgement on Dispatch Reports from the contractor or his representative at the loading points about quality and quantity of wheat being dispatched.
- 19.4 Implement the terms and conditions of the contract in letter and spirit without failure. Any observation / complaint on the performance of the contractor/non-implementation / violation of the terms of the agreement shall be brought to the notice of designated officer of PASSCO.
- 19.5 Issue "No Objection Certificate" for the release of security if the performance of contractor is satisfactory.

20. PAYMENT.

- 20.1 Firm, Company, individual Transporter shall submit its bills on Company's Letter Head Pad, supported by necessary valid documents/reports to Commercial Wing, PASSCO, Head Office, Lahore on weekly basis.
- 20.2 100% payment shall be made after submission / production of bills within 15 days subject to the verification of quantity by Field/S&C Wing.
- 20.3 Firm, Company, individual Transporter shall submit the following documents along with covering letter duly signed and stamped : -
 - a. Invoice for 100% of bill as per agreed rate.
 - b. Sales Tax Invoice.

- c. Original acknowledged STNs.
- d. Original truck Bilties.
- e. Copy of Professional Tax Certificate.
- f. Copy of National Tax Certificate.
- g. Copy of signed agreement.
- h. Copy of award letter.
- i. Any other document(s) if required by PASSCO.

21. Risk and Cost on Default:-

- 21.1 If the contractor fails to discharge his contractual obligation and/or proves to be incapable of successfully completing the contractual obligations/non-implementation of any of the clauses and sub-clauses of this tender documents. The same services will be carried out through any agency or contractor at the entire risk and cost of the defaulting contractor, and the contractee (PASSCO) reserves the right to rescind the agreement forfeit the security and imposes penalties mentioned in the tender.
- 21.2 In this account, expenses/expenditure incurred by PASSCO shall be recovered from pending bills, securities, performance money and through legal recourse.

22. All terms and conditions whatsoever embodied in advertisement / notice shall be integral part of this documents.

23. DEFAULT BY SUPPLIER

- 23.1 If the firm fails to perform function relating to transportation 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 **07days** 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 considerations not being an event, act or circumstances under the control of PASSCO or of the Individual, Firm, Company i.e., Earthquake, Flood, or any other Severe Climatic circumstances and all events which are not under the control of the both parties like strikes, Dharna, Lockdown situation, etc. which are beyond the control of the parties. Non-availability of vehicles, laborers and other ancillary material/items 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 required assignment / job / task cannot be performed by the due date, then the date may be extended appropriately by PASSCO on case to case basis keeping in view all the circumstances and requirements.
- 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 Individual, Firm, Company shall, by written notice served on PASSCO, indicate such condition and the cause thereof. Unless otherwise directed by PASSCO in writing, the firm shall continue to perform under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Arbitration:

As per rule 49 of PPRA rules 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. For any query please contact Officer Incharge (Comm) PASSCO, Head office, Lahore personally or on telephone No. 042-9201466 (Ext. 1403 & 1404).

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED

CERTIFICATE

I/WE DO HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF BIDDING DOCUMENTS REGARDING PROVISION OF TRANSPORTATION SERVICES REGARDING SHIFTING OF 1,500,000 (10%+/-) **IMPORTED WHEAT FROM KARACHI, BIN QASIM/FAP MARINE TERMINAL AND GWADAR PORTS TO PASSCO DESIGNATED ZONES (LOCATIONS WITHIN GEOGRAPHIC BOUNDARIES OF PASSCO ZONES)** 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 WHAT IS ELUCIDATED THEREIN.

Signature. _____

Name of Bidder _____

Name of Transport Contractor _____

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 AND SERVICES CORPORATION LIMITED
HEAD OFFICE 11 KASHMIR ROAD LAHORE.

Annexure – “A-I”

BID FORM

PROVISION OF TRANSPORTATION SERVICES (IMPORTED WHEAT)

Reference your advertisement which appeared in the daily _____ dated _____, i/we offer the following rates for shifting of 1,500,000 ($\pm 10\%$) Imported Wheat from Karachi, Bin Qasim & FAP Marine Terminal to following PASSCO zones/locations (Geographical boundaries of PASSCO zones) as per Term and Conditions given in the tender documents. Offer less than 1,500,000 ($\pm 10\%$) Imported Wheat shall stand rejected:-

2. I/We hereby quotes hereunder rates for entire quantity inclusive of all taxes, toll, duties, loading/unloading, handling at the destinations or any other charges incurred in arranging safety measures (against weather, theft / pilferage / accidental loss, axle load and or any damage etc.):-

Sr.	Name of Zones	Tentative quantity of wheat to be shifted M/Tons	Rate Per Metric Ton on Delivered Basis at Destinations inclusive of all Taxes, Tolls, Duties etc. (Amount in Rs.)
			KPT/ Bin Qasim/ FAP Marine Terminal
			Rate per M. Ton
1	Hafizabad	169,000	
2	T.T Singh	56,000	
3	Okara	39,000	
4	Sahiwal	107,000	
5	Burewala	89,000	
6	Vehari	113,000	
7	Khanewal	86,000	
8	Multan	124,000	
9	Bahawalnagar	200,000	
10	Alipur	175,000	
11	Khanpur	60,000	
12	Layyah	100,000	
13	Khairpur	80,000	
14	Hyderabad	45,000	
15	Dera Allah Yar	57,000	
Total		1,500,000	
Average Value			
4% bid money (Average Value* 1,500,000 M. Ton)			

- Note 1. The bidder must quote rate against all the Annexure i.e. A-I & A-II, failing to do so will lead to the disqualification of bidder.**
- Note 2. Bids will be evaluated on the Basis of Average Rate.**
- Note 3. Bids security i.e. 4% will be calculated on the highest average rate against the whole quantity as per Annexure A-I & A-II.**

3. I/We have thoroughly read the General Terms and Conditions of the tender and accept the same.

4. In token of having accepted the conditions in full, I/We have signed each page of the tender documents.

Endorsement of Earnest

Signature

Money.

CNIC

Number_____

Pay Order/Draft

Name of Firm/Company

No._____

Dated.

NTN No.

Amount Rs.

Name of

person._____

Address

Bank.

Phone No. _____

Mobile _____

Fax No.

E-Mail _____

Date:_____

PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LIMITED
HEAD OFFICE 11 KASHMIR ROAD LAHORE.

Annexure – “A-II”

BID FORM

PROVISION OF TRANSPORTATION SERVICES (IMPORTED WHEAT)

Reference your advertisement which appeared in the daily_____ dated _____, I/we offer the following rates for shifting of 1,500,000 ($\pm 10\%$) Imported Wheat from Gwadar port to following PASSCO zones/locations (Geographical boundaries of PASSCO zones) as per Term and Conditions given in the tender documents. Offer less than 1,500,000 ($\pm 10\%$) Imported Wheat shall stand rejected:-

2. I/We hereby quotes hereunder rates for entire quantity inclusive of all taxes, toll, duties, loading/unloading, handling at the destinations or any other charges incurred in arranging safety measures (against weather, theft / pilferage / accidental loss axle load and or any damage etc.):-

Sr.	Name of Zones	Tentative quantity of wheat to be shifted M/Tons	Rate Per Metric Ton on Delivered Basis at Destinations inclusive of all Taxes, Tolls, Duties etc. (Amount in Rs.)
			Gwadar Port
			Rate per M. Ton
1	Hafizabad	169,000	
2	T.T Singh	56,000	
3	Okara	39,000	
4	Sahiwal	107,000	
5	Burewala	89,000	
6	Vehari	113,000	
7	Khanewal	86,000	
8	Multan	124,000	
9	Bahawalnagar	200,000	
10	Alipur	175,000	
11	Khanpur	60,000	
12	Layyah	100,000	
13	Khairpur	80,000	
14	Hyderabad	45,000	
15	Dera Allah Yar	57,000	
Total		1,500,000	
Average Value			
4% bid money (Average Value* 1,500,000 M. Ton)			

- Note 1. The bidder must quote rate against all the Annexure i.e. A-I & A-II, failing to do so will lead to the disqualification of bidder.**
- Note 2. Bids will be evaluated on the Basis of Average Rate.**
- Note 3. Bids security i.e. 4% will be calculated on the highest average rate against the whole quantity as per Annexure A-I & A-II.**

3. I/We have thoroughly read the General Terms and Conditions of the tender and accept the same.
4. In token of having accepted the conditions in full, I/We have signed each page of the tender documents.

Endorsement of Earnest

Signature

Money.

CNIC

Number _____

Pay Order/Draft

Name of Firm/Company

No. _____

Dated.

NTN No.

Amount Rs.

Name of

person. _____

Address

Bank.

Phone No. _____

Mobile _____

Fax No.

E-Mail _____

Date: _____

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

DEFAULT, INSOLVENCY AND BLACK-LISTING 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 IN LAST FIVE YEARS, 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 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/EARNEST MONEY AND PERFORMANCE SECURITY/ PERFORMANCE GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/S.

Name of Owner of
firm: _____

Contact Person:

Address:

Telephone #: _____ Mobile #.

Fax #: _____

Email: _____

Signature: _____ Dated:

Agency Seal:

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BREAKAGE ETC PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES, AND WORKS**

The Transport Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (PASSCO, Ministry of National Food Security and Research, Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, the Transport Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form, from PASSCO, Ministry of National Food Security and Research, Government of Pakistan, except that which has been expressly declared pursuant hereto.

The Transport Contractor certifies that it has made and will make full disclosure of all agreements with all persons in respect of or related to the transaction with PASSCO, Ministry of National Food Security and research, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Transport Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PASSCO, Ministry of National Food Security and Research, Government of Pakistan under any law. Contract or other instruments be voidable at the option of PASSCO, Ministry of National Food Security and Research, Government of Pakistan.

Notwithstanding any rights and remedies exercised by PASSCO, Ministry of National Food Security and Research, Government of Pakistan in this regard. the Transport Contractor agrees to indemnify fully PASSCO, Ministry of National Food Security and Research, Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PASSCO, Ministry of National Food Security and Research, Government of Pakistan in an amount equivalent to ten times the sum of any commission. Gratification, bribe, finder's fee or kickback given by the Transport Contractors aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form, from PASSCO, Ministry of National Food Security and Research, Government of Pakistan.

FOR AND ON BEHALF OF TRANSPORT CONTRACTOR

Witness:-

1. _____
2. _____