

INVITATION TO BID

PURCHASE OF 83,900 (±15%) KGS POLYETHYLENE SHEETS WHEAT CROP 2024.

Pakistan Agricultural Storage and Services Corporation Limited (PASSCO), a public Limited Company invites sealed bids inclusive of all Government applicable taxes & duties, loading, unloading charges etc. on delivered basis at PASSCO destinations within Pakistan from well reputed local Manufacturers/ Company/ Suppliers for purchase of **83,900 (±15%) Kgs Polyethylene Sheets** as per specifications given below according to PPRA rule, 2004 and other additional conditions for wheat crop 2024 registered with Government of Pakistan and relevant taxation department/ Authorities. The Bidders should possess valid three (03) years' experience in supplying of Polyethylene Sheets to Public/ Private Sector Organizations:-

SPECIFICATIONS

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

2. The Bidding shall be conducted in line with 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, duties, loading, unloading charges etc. on delivered basis at PASSCO destinations within Pakistan as per 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 favour of PASSCO. Bid security of the successful bidder will be converted into Performance Security/ Guarantee that will be 5% of actual contracted amount/value. **Cash, Personal Cheque, Call Deposit Receipt (CDR) or Security Deposit Receipt (SDR) will not be accepted and bid shall be rejected.** The Company shall bear all cost associated with the preparation and submission of its documents, while PASSCO, in no case shall be responsible or liable for those cost, regardless of the conduct or outcome of the bidding process.

3. The Bidding Document can also 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 bids submitted manually shall be rejected.**

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

Quantity Required by PASSCO	Price of Bidding Documents	Last date for purchase of bidding document	Bid security (Rs.)	Date of opening of Technical Proposals
83,900 (±15%) Kgs	Rs. 5,000/-	25.07.2024	1,800,000/-	26.07.2024 (1100 Hours)

5. Bids addressed to General Manager (Commercial) should be submitted online via EPADS-PPRA by 1030 Hours, 26-07-2024 (as per Rule 28 of PPRA Rules) 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.

6. Bidding documents are available for interested parties from office of Manager (Cash), PASSCO, Head Office, 11-Kashmir Road, Lahore, (Phone No. (042-99201461- 62).

7. The PASSCO Management reserves the right 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.042-99201461-62
Website: www.passco.gov.pk

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PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LTD
BID DOCUMENTS
PURCHASE OF 83,900 (±15%) KGS POLYETHYLENE SHEETS
TERMS AND CONDITIONS

1. GENERAL

1.1 Introduction

- 1.1.1 **Pakistan Agricultural Storage and Services Corporation Limited** hereafter referred to as (**PASSCO**), a public Limited Company invites sealed bids/ rates inclusive of all Government applicable taxes, duties, loading, unloading charges etc., from well-reputed, experienced Company/ Firm/ Suppliers for purchase of **83,900 (±15%) Kgs Polyethylene Sheets** on delivered basis at **PASSCO** destinations within Pakistan as per given 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 a separate **Technical proposal** and **Financial Proposal**. All bids received shall be evaluated in the manner prescribed in the bidding document online via EPADS-PPRA.
- 1.1.3 Bidders will have to submit representative 02 samples of Polyethylene Sheets mentioned in Bidding Documents. Bids of those, who will not submit representative samples, shall not be entertained at all as non-responsive.

1.2 Scope of Work

- 1.2.1 Procurement/ Purchase of **83,900 (±15%) Kgs Polyethylene Sheets for Wheat Crop 2024** will be made as per specifications inclusive of all government applicable taxes, duties, loading, unloading charges etc. on delivered basis at **PASSCO** destinations within Pakistan. (**Annex-A**).
- 1.2.2 Bidders shall submit their bids with proper Indexing Table/ Page Numbers and attach all the mandatory/ required documents in Annex or Tagging format.

1.3 Source of Funds

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

2. INSTRUCTIONS TO THE BIDDERS

A bidder may be considered ineligible if:-

- 2.1 He is declared bankrupt or insolvent.
- 2.2 Legal proceeding 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.
- 2.3 The bidder is convicted by a final judgment of any offense involving professional conduct.
- 2.4 The bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices or performance failure.
- 2.5 The bidder is not registered with all relevant taxation Departments/ Authorities.
- 2.6 The bidder has not provided **02** samples of **Polyethylene Sheets** as per required specifications for Laboratory Test.
- 2.7 The bidder has not attached copy of authorized dealership or distributorship or manufacturers bidders’ certificate, where applicable.
- 2.8 The bidder has not attached office details at Lahore and other cities (if applicable) with Phone Numbers/ Addresses.
- 2.9 The bidder has not attached specimen at **Annex-B** of bidding documents.
- 2.10 The bidder has not attached certificate of Authorized representative.

2.11 The bidder has not attached certificate on company's letterhead that the bidder would supply of **100% of total required quantity** for Wheat Crop-2024.

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

3. COST OF BIDDING

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

4. CLARIFICATIONS OF BIDDING DOCUMENTS

4.1 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/ query 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 bidding documents or deemed necessary for the company).

5. AMENDMENT OF BIDDING DOCUMENTS

5.1 At any time prior to the deadline for submission of bids, the PASSCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents by issuing addendum.

5.2 Any addendum thus issued shall form integral/ eternal part of the bidding documents 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.

6. LANGUAGE OF DOCUMENTS

6.1 Bidding documents and related correspondence will always be in the English language.

6.2 The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be signed and shall bear official seal of the person(s) authorized to sign/ endorse duly submitted online via EPADS – PPRA.

6.3 All relevant technical literature in English language should be attached with the bid.

7. PRICE

7.1 Price / bid / offer should be quoted in Pak Rupees.

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

7.3 The bid price should include all the government applicable taxes, 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 etc. on delivered basis at PASSCO destinations within Pakistan as per **Annex-A**.

7.4 The price/ bid offer shall remain the same till completion of contract.

7.5 The bidder shall deem to have obtained all related information as to the requirements thereto, which may affect the bid offer/ price/ rate if required.

7.6 In case, the supplier 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.

8. BID SECURITY

8.1 The bidder shall furnish bid security amounting to **Rs.1,800,000/- (Rupees:(One Million Eight Hundred Thousand only)** as per Rule 25 of PPRA Rules, in the form of Pay Order / Demand Draft, Cashier's Cheque & Banker's Cheque issued by any scheduled Bank in Pakistan in favour of the PASSCO. **Cash, personal Cheque, Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) will not be accepted as bid security.**

8.2 Bid security of the successful bidder will be converted into performance security/ guarantee.

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

- 8.4 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 written request on bidder's letterhead duly signed.
- 8.5 The bid security may be forfeited / confiscated:
- 8.5.1 If a bidder withdraws his bid during the period of bid validity.
- 8.5.2 If the bidder does not accept the correction of his bid price.
- 8.5.3 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 **83,900 KGS POLYETHYLENE SHEETS** as per technical specifications available at **Annex-A**.
- 8.5.4 If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

9. VALIDITY OF BIDS

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

10. CLARIFICATIONS / CORRECTIONS OF BID

- 10.1 To assist in the examination, evaluation and comparison of the bids, the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price/ rate or substance of the bid shall be sought, offered or permitted.
- 10.2 Arithmetical errors will be rectified on the following basis:-
- 10.2.1 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.
- 10.2.2 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

11. RESPONSIVENESS OF BIDS

- 11.1 The valid Bid Security is submitted.
- 11.2 The bid is valid till required period.
- 11.3 The bid prices are firm, conclusive and final during its validity and inclusive of all government applicable taxes, duties, loading, unloading charges etc. on delivered basis at PASSCO destinations within Pakistan
- 11.4 Compliance to all important terms and conditions of this bid document on specified formats.
- 11.5 The bidder is eligible for bidding and possesses the requisite experience.
- 11.6 The bid does not deviate from basic requirements.
- 11.7 The bidder must attach valid bank statement **for Three (03) years** showing financial stability of the firm.
- 11.8 The bid is generally in order etc.
- 11.9 The bidder submitted all mandatory/ requisite documents as mentioned in the tender document.
- 11.10 Submission online via EPADS-PPRA.

12. DEADLINE FOR SUBMISSION OF BID DOCUMENTS.

- 12.1 The bid (Technical and Financial Proposals) shall be submitted online via EPADS-PPRA website, up to **1030 Hours on 26.07.2024** or as specified in the advertisement/ website of EPADS-PPRA, PPRA & PASSCO. Opened/ Emailed or Faxed bid will not be accepted/ entertained.
- 12.2 Bid can only be submitted on the duly purchased Bid Form **alongwith original cash receipt of bidding documents to be evaluated against the Technical Evaluation Criteria as provided in (Annexure D) of these documents..**

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

13. TECHNICAL PROPOSAL SHALL CONSIST/ INCLUDE:-

The Bids which meet the following minimum requisite criteria to be evaluated against the evaluation criteria as provided in Annex-D of these documents, will be considered as qualified. Requisite documents must be attached in respect thereof. Bidders must provide the under mentioned documents:-

- 13.1 Application/ Letter of Intent for participation in tendering process.
- 13.2 Provide **02** samples **Polyethylene Sheets** as per required specification for lab test. **(Lab test charges will be borne by the seller).**
- 13.3 Copy of Income Tax/ Sale Tax Registration.
- 13.4 Copy of fresh Certificate of assurance from their manufacturers for provision of required stock of **Polyethylene Sheets** to PASSCO.
- 13.5 Copy of authorized dealership or distributorship from manufacturer bidders' certificate, where applicable.
- 13.6 Office details at Lahore and other cities (if applicable) with Phone numbers/ address.
- 13.7 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.**
- 13.8 Certificate on company's letterhead that the firm shall "**Supply of 83,900 Kgs (±15%) Polyethylene Sheets**" wheat crop 2024. Noncompliance to the same may result in immediate termination of "**Acceptance/ Supply Order/ Agreement**" leading to forfeiture of bid security/ performance security and blacklisting of firm as per **Specimen at Annex-C**
- 13.09 Bidder having valid experience alongwith with necessary documentary proof of supply of **Polyethylene Sheets** for last three (03) years.
- 13.10 Bidder to provide the audited financial statements for the last three (03) years duly signed by any chartered accountant firm.
- 13.11 Documentary proof of number and quantum of major contracts (**100,000 Kgs Polyethylene Sheets** 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.

14. FINANCIAL PROPOSAL SHALL CONSIST / INCLUDE OF:-

- 14.1 The bidding documents are duly signed and stamped by the bidder.
- 14.2 The price/ rate quoted should be firm, final, conclusive and clearly written/ typed without any ambiguity.
- 14.3 The bid price should include all government applicable taxes, duties, 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.) loading, unloading charges etc. on delivered basis at PASSCO destinations within Pakistan as per **Annex-A.**
- 14.4 Pay Order/ Demand Draft, Cashier's Cheque or Banker's Cheque issued by any scheduled Bank in Pakistan in favour of PASSCO for **Rs.1,800,000/- (Rupees:One Million Eight Hundred Thousand only)** 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.

- 14.5 E-mailed or faxed bids will not be accepted/ entertained.
- 14.6 Any bid received physically and after due date and time of bid opening will not be opened and be returned to bidder on his written request.
- 15. OPENING OF BID**
- 15.1 The bidders shall submit the bid online via **EPADS – PPRA by 1030 hours on 26.07.2024.**
- 15.2 PASSCO’s relevant committee (i.e. Tender Committee) will open the bids online via EPDAS-PPRA **Technical Proposal** at 1100 **Hours** on **26.07.2024** in the presence of company’s authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.
- 15.3 Date and time for opening of **Financial Proposal** will be intimated to technically qualified bidders at later stage.
- 15.4 Bids will be entertained, in the light of Rule 12 (2) of PPRA Rules.
- 15.5 Technical Proposal & Financial Proposal of technically qualified bidder will be entertained in the light of Rule 36(b) of PPRA.
- 15.6 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceedings after the same have concluded, shall not be entertained verbally or in writing.
- 16. EVALUATION OF BIDS**
- 16.1 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.
- 16.2 The relevant Technical Evaluation Committee will evaluate and compare only the bids previously determined to be responsive. The bids will be evaluated as a whole.
- 16.3 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.
- 16.4 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.
- 16.5 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/ bidder.
- 17. PROCESS TO BE CONFIDENTIAL**
- 17.1 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.
- 17.2 Any effort by a bidder to influence PASSCO in the evaluation, comparison or selection, decision may result in the rejection of its bid.
- 18. TECHNICAL EVALUATION COMMITTEE (TEC)**
- 18.1 The Technical proposal submitted online via EPADS-PPRA by the bidder will be evaluated against the aforementioned technical requirements by a Technical Evaluation Committee (TEC) constituted by Commercial Wing.
- 18.2 Furthermore, the Committee will take all appropriate measures/ actions as deemed fit to complete the assigned task.
- 18.3 Physical Inspection of samples of polyethylene sheets provided by parties will be carried out by TEC constituted by Commercial Wing.
- 19. AWARD CRITERIA & PASSCO’s RIGHT**
- 19.1 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.
- 19.2 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 Performance Security/ Guarantee @ 5% (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 favour of PASSCO. Cash/ Cheque/ Call Deposit Receipt (CDR)/ Security Deposit Receipt (SDR) will not be acceptable and bid shall be rejected.**
- 19.3 In case, the suppliers sell the goods on lower rates than PASSCO contracted rates to any other public/private agency during the currency of agreement, the lesser/reduced rates i.e. difference of price will be paid by the supplier to PASSCO.
- 19.4 PASSCO has right to purchase Polyethylene Sheets up to + 15% of the original quantity by exercising plus option as per Rule 42 c (iv) of PPRA Rule in form of Repeat Order.
- 19.5 The agreement will be signed on non-judicial stamp paper worth Rs.3,000/- duly purchased in favour of PASSCO with at least Fifteen (15) days prior to the opening of bid, Rule 35 of PPRA rules.
- 19.6 Integrity Pact shall be printed on stamp paper worth Rs.200/- or more provided at the time of signing of agreement by the successful bidder.

20. REQUIREMENT/ FORMAT OF BID

- 20.1 All bidders shall quote their Price/ Rates inclusive of all government applicable taxes, duties, loading, unloading charges etc. on delivered basis at PASSCO Destinations within Pakistan along with required bid security amounting to **Rs.1,800,000/- (Rupee: One Million Eight Hundred Thousand 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 favour of PASSCO as per this tender document requirement/ obligations.

21. FIRM'S RESPONSIBILITIES

- 21.1 The Bidder shall supply the **83,900 (±15%) Polyethylene Sheets promptly** in accordance with Acceptance Letter, Agreement, Allocation Letter and provision of this bidding document.
- 21.2 The firm shall not subcontract or sublet Acceptance Letter, Agreement (contract).
- 21.3 Transportation for delivery of Polyethylene Sheets at final destination will be the responsibility of the FIRM. The firm shall ensure proper packing of goods to avoid any loss or deterioration to goods etc.

22. INSPECTION

- 22.1 Inspection will be carried out by the Inspection Committee constituted by Commercial Wing.
- 22.2 The supplier will arrange the delivery of full consignment of Polyethylene Sheets at specified destinations within the delivery schedule. Subject to the prescribed time limit, the supplier will give Inspection Call for Polyethylene Sheets. PASSCO Inspection Committee will carry out the Inspection of Polyethylene Sheets, and also obtain two samples of measuring 4 meter x 72 inches from offered lot. One sample will be sent to Govt. Lab by the Inspection Committee for test purpose and other will be handed over to Commercial Wing for any reference in future if so desired. On receipt of positive result from the lab and results of Inspection carried out by the committee, the said Polyethylene Sheets will be despatched under the supervision of Inspection Committee (**Lab test charges will be borne by the seller.**)
- 22.3 In case of rejection of polyethylene sheets by Inspection Committee, the supplier will be responsible to replace the defective/ under specification polyethylene sheets within 07(seven) days at the same destination (within contracted period), failing which the

supplier will be considered defaulter and action will be initiated accordingly by PASSCO.

- 22.4 The supplier may represent, against the decision, to the Managing Director PASSCO within 03 (three) days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties.

23. TIME FOR COMPLETION

- 23.1 The supplier shall adhere to time frame set forth and deliver 83,900 ($\pm 15\%$) Kgs polyethylene sheets as per demand, given time or as per demand of procuring agency (PASSCO) from the signing date of agreement. On successful completion of delivery, submit bill along with all relevant documents. Detail is appended below: -

23.1.1 Bill/ Invoice.

23.1.2 Inspection Report.

23.1.3 Lab Test Report.

23.1.4 GRA (Pink Color).

23.1.5 Sales Tax Invoice.

23.1.6 Agreement.

23.1.7 Acceptance letter.

- 23.2 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.

24. LATE DELIVERY / DELAY IN COMPLETION OF WORK:

- 24.1 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 Polyethylene Sheets for delay upto 15 days on undelivered stock as penalty. Thereafter, PASSCO may forfeit security deposited and rescind the agreement.

- 24.2 In case, contractor fails to deliver agreed quantity of Polyethylene sheets or part thereof beyond 15 days of the delivery date of each consignment, PASSCO may forfeit performance security/ guarantee deposited and rescind the agreement. Additionally PASSCO may purchase the defaulted quantity of Polyethylene Sheets at the risk and cost basis, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending payments, bills, dues, or through legal recourse.

- 24.3 In exceptional circumstances, an extension in delivery period may be granted as deemed 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.

25. REPLACEMENT WARRANTY

- 25.1 In case, the Polyethylene Sheets are not found according to the laid down specification, Convener Inspection Committee will notify the supplier within two (2) working days in writing after the receipt of inspection report accompanied by Lab test report under intimation to General Manager (Commercial).

- 25.2 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.

26. TERMS OF PAYMENT

- 26.1 Relevant payment shall be payable to the firm upon successful completion of delivery of the required polyethylene sheets as per Acceptance letter, Agreement, Allocation letter and acknowledgment (GRA) issued by PASSCO Zones and Inspection Report issued by Inspection Committee.

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

- 26.3 Taxes will be deducted as per government applicable rules at the time of payment.

27. DEFAULT BY CONTRACTOR

- 27.1 If the contractor/ 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.
- 27.2 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.

28. FLUCTUATION IN RATES:

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.

29. Terms and conditions of Bid Notice will also be integral part of this Bid Documents.

30. FORCE MAJEURE

- 30.1 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 vehicles, laborers and those Items ancillary to material or any other event leads towards clear negligence of the firm shall not constitute Force majeure.
- 30.2 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.
- 30.3 The contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future bids, 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.
- 30.4 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.

31. 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.

32. JURISDICTION OF COURT:

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

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED

CERTIFICATE

I/WE DO HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF BIDDING DOCUMENTS FOR **SUPPLY OF 83,900 (±15%) KGS POLYETHYLENE SHEETS FOR WHEAT CROP 2024** AND ALL OTHER DETAILS CONTAINED IN THE BID DOCUMENT. I /WE THEREFORE, SIGN HEREUNDER AND EACH PAGE OF THE DOCUMENT IN TOKEN OF HAVING ACCEPTED ALL WHAT IS ELUCIDATED THEREIN.

I/WE HAVE SUBMITTED **2** SAMPLES OF “**POLYETHYLENE SHEETS (PIECE 4 METER 72 INCHES WIDTH)** AT COMMERCIAL WING PASSCO HEAD OFFICE LAHORE AND I/WE ACCEPTED THE SAME.

Name of Bidder_____

Address_____

Stamp of the Bidder_____

Telephone No Office_____

Mobile NO._____

Fax No._____

Email address_____

CNIC NO._____

Income Tax Registration_____

Sales Tax Registration Number _____

Signature: _____ Dated: _____

Agency Seal:

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED
REQUIRED FEATURES /SPECIFICATIONS

I/WE do hereby submit the rates for supply of **83,900 (±15%) Kgs Polyethylene Sheets for Wheat Crop-2024** inclusive of all government applicable taxes & duties, loading, unloading charges etc. on “delivered basis” at PASSCO destinations within Pakistan as per following schedule and specifications: -

Sr.no	Polyethylene Quantity (Kgs)	Delivery Schedule
01	20,000 Kgs	Upto 31.08.2024
02	63,900 Kgs	Upto 10.09.2024

Specifications			Rate per Kg inclusive of all government applicable taxes, duties, loading, unloading charges etc. deliverable at PASSCO destinations within Pakistan (Rs.)
a)	Size.	72” Width Rolls	
b)	Gauge. Micro	Double wall Thickness 0.30 mm (+/-0.02) meter Gauge	
c)	Quality.	Virgin Polymer (as Base Polymer)	

2. **Polyethylene Sheets to be delivered upto -----2024 without penalty and up to -----2024 with 2% penalty.**

3. **I / WE HAVE SUBMITTED 02 SAMPLES OF “POLYETYLHENE SHEETS 4 METER 72 INCHES” AT COMMERCIAL WING PASSCO HEAD OFFICE LAHORE.**

Name of Bidder _____

Phone No Office _____

Mobile _____

Address _____

Detail of Bid Security. DD/Po _____
date _____

Amount _____

Bank & Branch _____

Signature: _____ Dated: _____

Agency Seal:

(Must be printed on Rs. 200 (Must be/- 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 JUDGEMENT 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 / FICTIOUS, BID SECURITY & PERFORMANCE SECURITY/ GUARANTEE ALREADY DEPOSITED MAY BE CONFISCATED / FORFEITED BY PASSCO.

M/S. _____

Name of Owner: _____

Contact Person: _____

Address:

Telephone #: _____

Mobile #: _____

Fax #: _____

Email: _____

Signature: _____ Dated: _____

Agency Seal: _____

ATTESTED BY NOTARY PUBLIC

Pakistan Agricultural Storage & Services Corporation

(Must be Printed on Rs. 200/- or more Stamp Paper) .

UNDERTAKING

IF DELIVERED /PROVIDED REQUIRED “SUPPLY OF 83,900 (±15%) KGS POLYETHYLENE SHEETS” WERE FOUND REFURBISHED, SUBSTANDARD, OR OF POOR QUALITY, THE SUPPLY ORDER OF THE BIDDER WILL BE IMMEDIATELY TERMINATED WITHOUT ASSIGNING ANY REASON AND WILL NOT MAKE ANY REFUND / PAYMENT. FURTHER, THE PERFORMANCE / BID SECURITY GIVEN BY THE BIDDER WILL ALSO BE FORFEITED / CONFISCATED AND THE BIDDER WILL BE DECLARED BLACK LISTED.

M/S. _____

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____

Fax #: _____

Email: _____

Signature: _____ Dated: _____

Agency Seal:

ATTESTED BY NOTARY PUBLIC

TECHNICAL EVALUATION CRITERIA**Name of Party**

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

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.