

INVITATION TO BID
PURCHASE OF 28,500 (±15%) KGS ALUMINIUM PHOSPHIDE TABLETS FOR
WHEAT CROP 2024

Pakistan Agricultural Storage and Services Corporation Limited (PASSCO), a Public Limited Company, invites sealed bids from well reputed Company/ Firm/ Suppliers for purchase of **28,500 (±15%) Kgs Aluminium Phosphide Tablets** as per specifications given below according to PPRA Rules, 2004 and other additional conditions for Wheat Crop-**2024** with approved formula/ specifications by Department of Plant Protection under M/o National Food Security & Research, Islamabad. The Bidders must possess valid three (03) year experience in supplying required items to Public/ Private Sector Organizations and should be registered with Government of Pakistan in terms of Agricultural Pesticides **Ordinance 1971** 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 Aluminium Phosphide Tablets 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		
a.	Aluminum Phosphide content by weight AOAC 26.559 (1943). Aluminum Phosphide must be free from Pb, Cd & As.	Min: 56%
b.	Inert substances as hydroponic and free retardant agents and tablets aids.	Max: 44%
c.	Total release of PH ₃ per Tablet 1 gram	Gas: 33%
d.	Tablets shall start evolving PH ₃ gas at least 30 minutes after tablets have been unpacked.	
e.	Weight of each tablet	3 Grams
f.	Evolving of PH ₃ gas shall stop after 120 hours of un-packing of tablets, Ash must be free of Pb, Cd and As.	
g.	Tablets when exposed to atmospheric humidity and temperature shall not show any evidence of spontaneous combustion. The composition of the tablets shall include a suitable fire retarding agent.	
h.	The tablets must be resistant against abrasion and shall not be in broken condition when un-packed.	

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, duties, loading, unloading charges etc. on delivered basis within Pakistan as per prescribed bid form. All bids must be accompanied by a bid security 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 favour 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 Bidding Documents 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 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	Last date for purchase of bidding documents	Bid security	Date of opening of technical proposals / bid submission date
28,500 Kgs Aluminum Phosphide Tablets	Rs. 5000/-	26.07.2024	Rs.2,500,000	29.07.2024 (1100 Hours)

5. Bids addressed to General Manager (Commercial) should be submitted through EPADS – PPRA at **1030 Hours** on **29.07.2024** (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 in the Office of Manager (Cash), PASSCO, Head Office, 11-Kashmir Road, Lahore (Phone No. 042-99201461-62).

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 1404.

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

PURCHASE OF 28,500 (±15%) KGS ALUMINIUM PHOSPHIDE TABLETS

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 taxes, duties loading, unloading charges etc., from well-reputed, experienced Company/ Firm/ Suppliers for purchase of **28,500 (±15%) Kgs Aluminum Phosphide Tablets for Wheat Crop 2024**”, deliverable 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 separate **Technical proposal** and **Financial Proposal**. All bids received shall be evaluated in the manner prescribed in the bidding document via EPADS-PPRA.
- 1.1.3 Bidders will have to submit representative 02 samples of items mentioned in Bidding Documents. 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), with the Government of Pakistan in terms of **Agricultural Pesticides Ordinance 1971**.
- 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 A.P. Tablets** along with valid fresh import documents under this bid as per required specifications for Laboratory Test.
- 1.2.8 The bidder has not attached authorized dealership or distributorship from manufacturer bidders’ certificate.
- 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 Aluminium Phosphide Tablets to PASSCO.
- 1.2.11 The bidder has not attached specimen at **Annex-B** of bidding documents.
- 1.2.12 The bidder has not attached certificate of Authorized representative.
- 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 Wheat Crop-**2024**.
- 1.2.14 The bidder has not attached undertaking as per **Annex-C**.

1.3 SCOPE OF WORK

- 1.3.1 Procurement/ Purchase of “**28,500 (±15%) Kgs Aluminum Phosphide Tablets for Wheat Crop 2024**” 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

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 bidding process.

3. CLARIFICATIONS OF BIDDING DOCUMENTS

3.1 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 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).

4. AMENDMENT OF BIDDING DOCUMENTS

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 bidding documents by issuing addendum.

4.2 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.

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 on 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, 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. 2,500,000 (Rupee Two Million Five Hundred Thousand 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 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 Performance Security/ Guarantee or failed to sign agreement within 15 days for supply the required **28,500 (±15%) Kgs Aluminum Phosphide Tablets** (Fumigants) 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

- 8.1 All bids shall remain valid for the period of **60** days from the opening date of Financial Proposal through 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, 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 Via submission EPADS.

11. DEADLINE FOR SUBMISSION OF BID DOCUMENTS.

- 11.1 The bid (Technical and Financial Proposals) shall be submitted online on EPADS-PPRA website, up to **1030 Hours** on **29.07.2024** 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 bidding documents 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 Bids which meet the following minimum requisite criteria would be declared eligible. Requisite documents must be attached in respect thereof. Bidders must provide the under mentioned documents: -

- 12.1 Application/ Letter of Intent for participation in tendering process.
- 12.2 Provide 02 samples of A.P. Tablets along with valid fresh import documents under this bid as per required specifications for Laboratory Test.
- 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 Aluminium Phosphide Tablets to PASSCO.
- 12.5 Registration certificate with Department of Plant Protection (DPP), with the Government of Pakistan in terms of Agricultural Pesticides Ordinance 1971.
- 12.6 Copy of authorized dealership or distributorship from manufacturer bidders' certificate.
- 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 Certificate on company's letterhead that the firm shall Supply "**28,500 ($\pm 15\%$) Aluminum Phosphide Tablets**" 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/ 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 A.P. Tablets 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 (10,000 Kgs 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 bidding documents 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 the government applicable taxes, duty 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.) loading and unloading charges 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.2,500,000/-** 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 E-mailed or faxed bids will not be accepted/ entertained.
- 13.6 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.

14. **OPENING OF BID**
- 14.1 The bidders shall submit the bid online via **EPADS – PPRA by 1030 hours on 29.07.2024.**
- 14.2 PASSCO’s relevant committee (i.e. Tender Committee) will open the bids through EPDAS-PPRA **Technical Proposal** at **1100 Hours on 29.07.2024** in the presence of company’s authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.
- 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 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.
- 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 supplier sells 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 purchase **Aluminium Phosphide Tablets** of the original quantity in form of Repeat Order **by exercising** + 15% option as per Rule 42 c(iv) of PPRA Rule.
- 18.5 The agreement will be signed on non-judicial stamp paper worth **Rs.3,000/-** duly purchased in favor of PASSCO 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

- 19.1 All bidders shall quote their Price/ Rates inclusive of all government applicable taxes, duties, loading, unloading charges etc. on delivered basis at PASSCO Godown Khanewal along with required bid security amounting to Rs. 2,500,000 (Rupee Two Million Five 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 favor of PASSCO as per this tender document requirement/ obligations.

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 bidding document.
- 20.2 The firm shall not subcontract or sublet Acceptance Letter, Agreement (contract).
- 20.3 Transportation for delivery of items at final destination will be the responsibility of the firm. The firm shall ensure proper packing of goods to avoid deterioration of goods etc.

21. SHELF LIFE.

The shelf life of the 28,500 ($\pm 15\%$) Kgs AP Tablets offered should not be less than (20) twenty months from the date of delivery of consignment.

22. PACKING AND LABELING.

The tablets shall be packed in tins containing 500 tablets each and 20/14 bottles/ flasks shall be packed in one carton. Each bottle shall be stripped with air-tight non-reactive plastic stripper and packed in one heavy overseas carton with heavy polythene liners. Alternatively, manufacturer standard packing shall also be accepted. Expiry date and other data of AP Tablets should be printed on the label as per Agricultural Pesticides Ordinance, 1971.

23. INSPECTION:

Inspection of goods will be carried out by PASSCO Inspection Committee and rep of bidder within three days on receipt who will ascertain the general condition of the containers. If the bottles/ packing material is satisfactory (airtight) and tablets are not in broken condition/ without ash then the committee will draw one representative sample from each batch and will get available test from any Government laboratory as the buyer may deem fit. Laboratory test report is 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 report of visual inspection is negative, the stock will not be accepted. The stock will be accepted in case the visual inspections as well as laboratory test report are found to be satisfactory.

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 issuance 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 Aluminum Phosphide (AP) Tablets for delay upto 15 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 Aluminum Phosphide (AP) Tablets 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 purchase defaulted quantity of Aluminum Phosphide (AP) Tablets 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 re-course.

25.3 The bidder will strictly bound to deliver the requisite items within stipulated period as per agreement/ contract, however, on specific and validly justified grounds on the written request of the bidder, MD PASSCO may extend delivery period with penalty or without penalty as deemed necessary on "case to case basis".

26. REPLACEMENT WARRANTY

26.1 In case, the Aluminum Phosphide (AP) Tablets 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).

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

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED

CERTIFICATE

I/WE DO HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD STIPULATION FOR SUPPLY OF 28,500 ($\pm 15\%$) KGS ALUMINIUM PHOSPHIDE TABLETS 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” ALONGWITH VALID FRESH IMPORT DOCUMENTS OF ALUMINUM PHOSPHIDE TABLETS AT COMMERCIAL WING PASSCO HEAD OFFICE LAHORE AND I /WE ACCEPTED THE SAME.

Name of Bidder_____

Address_____

Telephone No Office_____

Mobile NO._____

Fax No._____ Email address_____

CNIC NO._____ Income Tax Registration_____

Sales Tax Registration Number: _____

Signature. _____

Stamp of the Bidder_____

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LIMITED
REQUIRED FEATURES /SPECIFICATIONS

I/WE HEREBY SUBMIT THE RATES FOR SUPPLY OF **28,500 (±15%) KGS ALUMINIUM PHOSPHIDE TABLETS** FOR WHEAT CROP-2024 INCLUSIVE OF ALL TAXES, DUTIES LOADING, UNLOADING CHARGES ETC. ON “**DELIVERED BASIS AT PASSCO GODOWNS KHANEWAL** AS PER FOLLOWING SCHEDULE: -

Up to 15.01.2025 = 28,500 Kgs
(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 Kg inclusive of all government applicable taxes, duties, loading, unloading charges etc. on delivered basis at PASSCO Godown Khanewal
a.	Aluminum Phosphide content by weight AOAC 26.559 (1943). Aluminum Phosphide must be free from Pb, Cd & As.	Min: 56%
b.	Inert substances as hydroponic and free retardant agents and tablets aids.	Max: 44%
c.	Total release of PH ₃ per Tablet 1 gram	Gas: 33%
d.	Tablets shall start evolving PH ₃ gas at least 30 minutes after tablets have been unpacked.	
e.	Weight of each tablet	3 Grams
f.	Evolving of PH ₃ gas shall stop after 120 hours of un-packing of tablets, Ash must be free of Pb, Cd and As.	
g.	Tablets when exposed to atmospheric humidity and temperature shall not show any evidence of spontaneous combustion. The composition of the tablets shall include a suitable fire retarding agent.	
h.	The tablets must be resistant against abrasion and shall not be in a broken condition when un-packed.	

I/WE HAVE SUBMITTED **TWO (02) SEALED FRESH SAMPLES** ALONGWITH VALID FRESH IMPORT DOCUMENTS OF “**A.P. TABLETS**” AT COMMERCIAL WING PASSCO HEAD OFFICE LAHORE AND I /WE ACCEPTED THE SAME.

Name of Bidder _____ Mobile No _____

CNIC# _____

Address _____ Office Phone _____

Detail of bid security. DD/PO _____ date _____

Amount _____ Bank & Branch _____

Signatures _____

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

UNDERTAKING / CERTIFICATE.

IF DELIVERED / PROVIDED REQUIRED “SUPPLY OF 28,500 (±15%) KGS ALUMINIUM PHOSPHIDE TABLETS” 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 SECURITY/ GUARANTEE/ 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	Marks Obtained	Remarks
1	Bidder having valid experience along with necessary documentary proof for supply of A.P. Tablets for last three (03) years.	40		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		07 marks, for each contract and for 03 years 20 marks.
3	Documentary proof of number and quantum of major contracts (10,000 Kgs and above) successfully executed during last 03 years.	40		For 01 year 20 marks, for 02 years 30 marks and for 03 years 40 marks.
Total		100		

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