

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LTD

INVITATION FOR BID (Rule 42 of PPRA Rules)

**APPOINTMENT OF CUSTOM CLEARING AGENT FOR CLEARING OF CARGO OF
180,000 METRIC TONS ± 10% IMPORTED WHEAT
FROM RUSSIA AT KPT AND BIN QASIM PORTS**

Pakistan Agricultural Storage And Services Corporation Limited (PASSCO) working under the administrative control of M/o NFS&R, invites sealed bids through Single Stage Two Envelop procedure from well reputed Clearing & Forwarding Agents for clearing of 180,000 Metric Tons Imported Wheat from Russia (active tax payers duly registered with Income Tax and Sales Tax Department – FBR PRA), having valid license with experience of clearance of Cargo i.e. wheat consignments at Karachi Port Trust (KPT) and Bin Qasim Ports.

2. Bidding documents containing detailed terms and conditions, work description, procedure for submission of bid, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bid, performance guarantee, etc. are available on payment of Rs.2,000/- (Rupees Two Thousand Only), "which can be purchased on all working days from (Monday to Friday) during 0900 hours to 1700 hours from **16 October, 2020 till 22 October, 2020** from the following offices of PASSCO:-

- a. Manager (Cash), PASSCO, 11 Kashmir Road, Lahore, (Phone No. 042-99201461-62).
- b. PASSCO Liaison Office, Rashid Minhas Road, Karachi (Phone No. 021-34167009).

3. Bidding documents can also be viewed at PASSCO and PPRA websites.

4. Bids comprising two separate envelopes in respect of Technical Proposal and Financial Proposal, prepared in accordance with the instructions in the bidding documents complete in all respects duly signed in sealed envelope marked as **“Bid for Appointment of Custom Clearing Agent for Clearing of Cargo”** in bold and legible letters to avoid confusion, should reach at PASSCO Head Office, Lahore by **1100** Hours on **23 October, 2020**. Technical Proposals shall be opened on the same day at **1130** hours in the Committee Room, of PASSCO Head Office 11 Kashmir Road, Lahore in presence of bidders or their authorized representatives who may wish to be present. After evaluation and approval of Technical Proposals, Financial Proposals of the technically qualified bidders shall be opened at the given time/venue. The date of opening of Financial Proposals will be communicated to all the bidders accordingly. Financial Proposals found technically non-responsive shall be returned unopened to the representative of the bidder(s).

5. **PASSCO** reserves the right to accept or reject any or all offers, wholly or partially as per PPRA Rules, 2004.

6. This advertisement is also available at the official websites of PASSCO and PPRA.

General Manager (Commercial)
Pakistan Agricultural Storage & Services Corporation Limited (PASSCO)
Head Office, 11 Kashmir Road, Lahore
Phone No.042-99201461-62, Fax 042-99201329
Website: www.passco.gov.pk

PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LIMITED
PASSCO HEAD OFFICE 11-KASHMIR ROAD, LAHORE

BIDING DOCUMENT / TERMS & CONDITIONS FOR CLEARING OF CARGO OF 180,000
METRIC TONS ± 10% IMPORTED WHEAT AT KARACHI PORT TRUST (KPT)
AND BIN QASIM PORTS

1. PASSCO is working under the administrative control of Ministry of National Food Security & Research, Government Of Pakistan, invites Bids from renewed Clearing & Forwarding Agents for clearing (Active tax payers duly registered with Income Tax and Sales Tax Department, FBR / PRA), on wheat consignments which are expected in the month of October /November, 2020 to arrive at Karachi Port Trust (KPT) and Bin Qasim Ports.

2. **COMMODITY:**

- 2.1. Wheat in bulk to be imported through oceanic vessel.
- 2.2. Imported Wheat to be filled in Jute bags
- 2.3. Jute Bags from PASSCO's intimated supplier / transporters about five (05) days prior to arrival of the vessel for filling of imported wheat.

3. **QUANTITY / PORT OF ARRIVAL:**

- 3.1. Total quantity of 180,000 MT (±10%) of Wheat.
- 3.2. Quantity can be increased or decreased on sole discretion of PASSCO.
- 3.3. Arrival of quantity at any discharge seaport of Pakistan as specified in the Invitation for Bid (IFB).

4. **BASIS OF OFFERS / PRICE:**

Bidders are required to be submitted in sealed envelopes, where they are eligible to perform their duties smoothly.

5. **BID EVALUATION CRITERIA:**

Bid will be evaluated solely on basis of price subject to their conformity with terms & conditions of this document.

6. **VALIDITY OF BIDS:**

Bids should be valid for Thirty (30) days with effect from date of opening of Bid.

7. **BID SECURITY/ PERFORMANCE GUARANTEES:**

- 7.1. Bidders shall deposit 2% earnest money total amount of tendered value in shape of Bank Draft, Demand Draft, Pay order, Banker's Cheque and /or Cashier's Cheque drawn on any schedule banks in Pakistan along with Tender Documents. Cash, Cheque, Security Deposit Receipt (SDR) and Call Deposit Receipt (CDR) shall not be entertained and bid shall stand rejected.
- 7.2. Successful Bidder shall further deposit 5% performance money total amount of tender value in addition to 2% already deposited for completion of 7% as earnest / Performance money and sign the agreement / contract within five working days from the date of issuance of acceptance letter.

- 7.3. Bid Security / Performance Guarantee (already deposited) of the successful Bidder may be forfeited / confiscated without any notice if the successful bidder fails to sign the contract, integrity pact within due date.
- 7.4. Performance Guarantee of the successful Bidder shall be forfeited, if Clearing & Forwarding Agent fails to provide the services as per terms & conditions / agreement. Besides, "PENALTY" shall also be imposed as per clause 16.

8. SUBMISSION OF BIDS AS PER SINGLE STAGE TWO ENVELOPS:

- 8.1. Interested clearing & forwarding agents may submit their Bid in sealed envelope to be dropped in the Tender Box placed at Commercial Wing, PASSCO Head Office 11 Kashmir Road, Lahore on the date / time stipulated in the Tender Notice.
- 8.2. Bid received through fax, email, courier or any other means, except as Prescribed above shall not be considered.
- 8.3. The Bid received will be opened on the same day (as specified in the IFB) in the PASSCO Committee Room in presence of Bidders or their authorized representatives who may care to be present at the time of opening of bid.
- 8.4. All Bids must be submitted on the prescribed proforma given at Annexure – “A”.
- 8.5. Authorized representative of the firms must present Original Authority Letter in his favour along with copy of CNIC at Commercial wing of PASSCO Head Office 11 Kashmir Road Lahore. The original CNIC may also be available with him for identification purpose.
- 8.6. PASSCO reserves the right to split the quantity, on its sole discretion, within the provision of this terms & conditions.
- 8.7. PASSCO reserves the right to accept or reject any or all Bids wholly or partially or counter the Bid (s) in the light of PPRA rules.
- 8.8. Any Clearing & Forwarding Agent who has failed/defaulted to perform a contract awarded by PASSCO in the past shall not be allowed to offer Bid or participate in this Bid.

9. ELIGIBILITY:

- 9.1. Only Pakistan customs licensed clearing & forwarding agents are eligible to participate.
- 9.2. Clearing & Forwarding Agents must have the valid license for clearance of goods at Karachi Port Trust (KPT) and Bin Qasim Ports.

10. INELIGIBILITY:

- 10.1. If the Clearing & Forwarding Agent declared as Blacklisted by any Government body.
- 10.2. If the Clearing & Forwarding Agent declared as defaulter by any Government body.
- 10.3. If the Clearing & Forwarding Agent involving in litigation with PASSCO.
- 10.4. If PASSCO terminated contract with Clearing & Forwarding Agent due to non-satisfactory performance.

11. INSTRUCTIONS TO THE BIDDERS:

- 11.1. Tenderer should read the Bidding Document along with Invitation for Bid (IFB) and relevant rules carefully. Incomplete application shall be rejected and no chance shall be given to the Tenderer for completion the formalities, once Tender are dropped.
- 11.2. The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the applicant. Any such corrections must be initialed / signed by the person or persons who sign(s) the tender Document / Tender Form, any kind of doubt will attract the rejection of Tender.
- 11.3. The completed tender Document shall be signed/initialed and rubber stamp by bidders.
- 11.4. Tenderer will meet all costs associated with preparation and submission of their applications.
- 11.5. PASSCO will disqualify a Clearing & Forwarding Agent where it is determined that the Clearing & Forwarding Agent has engaged in corrupt or fraudulent activities in competing bidding for the tender in question, which may include the following practices: -
 - 11.5.1. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of an officer of the PASSCO/Government in the bidding process; and
 - 11.5.2. "**Fraudulent practice**" means a misrepresentation of facts in order to influence the bidding process to the detriment of the PASSCO/Government, and includes collusive practices among Clearing & Forwarding Agent (prior to or after submission of Bids) designed to establish prices at artificial, non-competitive levels and to deprive the PASSCO/Government of the benefits of free and open competition.
 - 11.5.3. Any attempt(s), either written and/or oral by the applicant to influence PASSCO in the evaluation shall result in disqualification of their application.
- 11.6. Tenderer shall not contact PASSCO in any form, either in written or oral on the matter relating to the bidding process up to the time of receipt to the official communication of the results.
- 11.7. All documents should be in English Language.
- 11.8. Tenderer may provide certified copies of all supporting documents for Prequalification.
- 11.9. Tenderer may quote rate for the ports, where the firm is eligible to handle Consignment smoothly.
- 11.10. Please note that responding by a Clearing & Forwarding Agent against this document, the Tenderer accept that all terms & conditions of this document are legally binding, which may be used as evidence in any court of law, which has jurisdiction.

12. DOCUMENTS TO BE ATTACHED WITH BID:

- 12.1. Clearing & Forwarding Agent shall submit the following documents with Bid: -
 - 12.1.1. Original receipt issued by PASSCO against tender fee for purchase of these Bidding Document.
 - 12.1.2. Bidder Form in Original.

12.1.3. Copy of valid license being clearing agent for Karachi Port Trust (KPT) and Bin Qasim ports.

12.1.4. Integrity Pact.

13. DOCUMENTS CONSTITUTING CONTRACT:

13.1. The Clearing & Forwarding Agent shall sign the appropriate contract/agreement with PASSCO, within Five (05) working days from the issuance date of acceptance letter.

13.2. The IFB (Invitation for Sealed Bid) and the Terms & Conditions of Tender and Acceptance Letter shall also be treated as an integral part of the contract/Agreement.

13.3. The contract against this tender shall be in supersession to the contract already signed between PASSCO and Clearing & Forwarding Agent, if any. This supersession shall be for the application of terms & conditions of this tender only.

14. JOB DESCRIPTION / GENERAL CONDITIONS:

14.1.1. Upon receipt of ETA notices from PASSCO for arrival of specific vessel, the Clearing & Forwarding Agent required to coordinate with the concerned Shipping Agent, Stevedore, Surveyors, ultimate receiver i.e. PASSCO, for immediate & smooth clearance of imported wheat.

14.1.2. Clearing & Forwarding Agent shall coordinate/arrange entrance of packing material i.e. Jute Bags for filling of imported wheat.

14.1.3. Clearing & Forwarding Agent shall be responsible to obtain the details of Import General Manifest (IGM) from Shipping Agent, for clearance purpose. In case of delay in receipt of IGM, Clearing & Forwarding Agent shall inform this delay to PASSCO General Managers (F&A), (Field), (Comm) in writing as well as over telephone and / any other source of communication.

14.1.4. Clearing & Forwarding Agent shall be responsible to collect relevant documents from PASSCO and submit the calculation sheet along with copies of relevant rules, orders SROs and other instructions/directions with the request for Bank Draft, Demand Draft, Pay Orders, Cashier's Chque and Banker's cheque in favour of relevant agencies.

14.1.5. Clearing & Forwarding Agent shall depute a representative in PASSCO, while processing the Bank Draft, Demand Draft, Pay Order Cashier's Chque and Banker's cheque requisitions, so in case of any confusion / interpretation of SRO, he may brief the same to relevant officials. The representative should have sufficient experience to deal with the clearing jobs and must have the relevant information about prevailing rules and procedure.

14.1.6. Upon receipt of original Bank Draft, Demand Draft, Pay Orders, Cashier's Cheque and Banker's cheque from PASSCO & Forwarding Agent shall deposit the same to relevant agencies against proper receipt and arrange clearing of imported wheat consignments well before commencement of its discharge.

14.1.7. Clearing & Forwarding Agent shall arrange all clearing & forwarding formalities, clearance of cargo / consignments by Customs and Port Authorities. Arrangement of the Plant Protection (Quarantine) onboard inspection for clearance of the cargo / consignment. Besides, the clearing Agent shall also obtain the Delivery order from Shipping Agency.

14.1.8. Clearing & Forwarding Agent shall arrange wharfage & weighment formalities and necessary payment will be made by PASSCO.

14.1.9. Clearing & Forwarding Agent shall fulfill the formalities of payment of demurrage charges.

- 14.1.10. Clearing & Forwarding Agent shall arrange entrance of trucks for dispatch of imported wheat from seaports.
- 14.1.11. Clearing & Forwarding Agent shall depute representative(s) at each loading and dispatch points to monitor dispatches of the wheat.
- 14.1.12. Clearing & Forwarding Agent shall keep party-wise / truck-wise / date-wise account of dispatches of wheat.
- 14.1.13. In case of excess wheat declared at any stage, Clearing & Forwarding Agent shall arrange its clearance. In this case, Clearing & Forwarding Agent shall submit the requisition for Bank Drafts, Demand Drafts, Pay Orders, Cashier's Chque and Banker's cheque to PASSCO within 24 hours of declaration of excess wheat.
- 14.1.14. Clearing & Forwarding Agent shall arrange clearance for removal of balance packing material, if required, during or after completion of discharge.
- 14.1.15. Clearing & Forwarding Agent shall submit daily discharge and dispatch report in writing through fax 042-99201329, 99200184 and through email on comm@passco.gov.pk, Website: www.passco.gov.pk by 09:00 am.
- 14.1.16. Clearing & Forwarding Agent shall also arrange any other formality and operation, if required to handle the operation smoothly.
- 14.1.17. Clearing & Forwarding Agent shall obey any other instructions / directives if given in writing by the PASSCO General Managers (F&A), (Field), (Comm).
15. **GENERAL CONDITION:**
 - 15.1.1. All the duties, taxes fees and other levies of Federal/Provincial Government or Local Bodies or any other Government agency on the cargo/consignment of imported wheat shall be paid by the Tenderer in advance and such any payment made by Tenderer, the Clearing & Forwarding Agent, shall not be reimbursed under any circumstances.
 - 15.1.2. All the duties, taxes fees and other levies of Federal/Provincial Government or Local Bodies or any other Government agency on the services shall be borne / paid by the Clearing & Forwarding Agent. Any claim in this respect shall not be entertained by PASSCO.
 - 15.1.3. Any increase or decrease on any levies, rates and taxes/duties already in place or levied by the Government/Customs/Port, wages and/or fluctuation in market rates of services/charges etc. during the operation/currency of this agreement will be the responsibility of Clearing & Forwarding Agent and no Claim shall be entertained by PASSCO.
 - 15.1.4. Any claim or injuries, loss of limb, or life to any worker/labour engaged/employed by the Clearing & Forwarding Agent for operation / performance/execution under this agreement or work directly or indirectly connected with the agreement shall be settled/faced/paid by the Clearing & Forwarding Agent. PASSCO shall, in no way, be responsible for any compensation in this connection in respect of any third party claim.
16. **CANCELLATION OF CONTRACT:**

The Contract may be cancelled by the PASSCO for breach of any provision(s) of the agreement by the Clearing & Forwarding Agent, besides imposing the penalty as per relevant clause of this document.
17. **PENALTY:**
 - 17.1. The clearing agent shall be held responsible for all losses/consequences suffered by PASSCO, in case of: -
 - 17.1.1. Non-compliance of provision of this contract.
 - 17.1.2. Delay in submission of pay order requisition

- 17.1.3. Submission of defected Bank Draft, Demand Draft, Pay Order requisition
- 17.1.4. Delay in clearance of imported wheat
- 17.1.5. Delay in entrance of packing material in the port
- 17.1.6. Delay in release of loaded trucks from port.
- 17.2. PASSCO reserve rights to recover its losses from bill of Clearing & Forwarding Agent and Performance Guarantee.
- 17.3. In case of losses suffered by PASSCO are more than the amount of bill and Performance Guarantee, PASSCO may lodge claim against Clearing & Forwarding Agent after forfeiture of bill / billed amount and Performance Guarantee.
- 17.4. Besides penalty, PASSCO can take any appropriate action, which may include the Suspension / Blacklisting of the firm in accordance with Corporations policy (as per annexure-“A”).
18. **RESOLUTION OF DIFFERENCE / DISPUTE BY ARBITRATION.** In case of any difference or dispute between the parties arising out of this contract 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 / decision shall be final and binding on the parties to this contract agreement.
9. **PAYMENT:**
- 19.1. 100% payment shall be made after completion of discharge, dispatches of cargo of specific vessel and sailing of vessel after submission / production of bills within 15 days.
- 19.2. Clearing & Forwarding Agent shall submit the following documents along with covering letter with stamped in triplicate for payment of 100% bill: -
- 19.2.1. Invoice for 100% of bill as per agreed rate.
- 19.2.2. Copy of IGM, stating date of arrival of vessel.
- 19.2.3. Copy of Bills of Lading.
- 19.2.4. Goods Deceleration in original along with its copy.
- 19.2.5. Delivery Order in original along with its copy.
- 19.2.6. Copy of Professional Tax Certificate.
- 19.2.7. Copy of National Tax Certificate.
- 19.2.8. Date-wise clearance of cargo and commencement of dispatches of cargo from port for dispatches (in the shape of statement on letterhead), in case of delay in clearance / dispatches, reasons must be mentioned.
- 19.2.9. Copy of discharge report of specific vessel.
- 19.2.10. Copy of signed agreement.
- 19.2.11. Copy of award letter.
- 19.2.12. Copy of Bank Draft, Demand Draft, Pay Order (issued by PASSCO for release of cargo) and its proper receipt / acknowledgement by the concerned agencies.
- 19.2.13. Excise Challan in original.
- 19.2.14. Any other document(s) if required by PASSCO.
20. **CLAUSE OF DEFAULT, INSOLVENCY & BLACKLIST:** The bidders will provide affidavit on non-judicial stamp paper worth Rs.100/- duly attested by Oath Commissioner as required (Annexure – “C”, contents thereof are appended:-
- a. Certified that I/we have neither defaulted of any contract / agreement 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 neither 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 already deposited may be confiscated / forfeited by PASSCO and further, contractor will face criminal case too.

21- FORCE MAJEURE.

- a. 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. 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.
- b. 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.
- c. The firm 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.
- d. 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.

22- JURISDICTION OF COURT:

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

| | On behalf of | |
|---|--------------|-------|
| | PASSCO | CHC |
| i. Signature of the persons | _____ | _____ |
| ii. Full Name in capital letters of the persons signing | _____ | _____ |
| iii. Whether the firm is “Registered firm” or “unregistered Partnership firm” | _____ | _____ |

CERTIFICATE

I/WE DO HEREBY CONFIRM / AFIRM TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR PROVISION OF SERVICES FOR CLEARING & FORWARDING AGENT WITH REPSECT TO IMPORT OF 180,000 METRIC TONS IMPORTED WHEAT ($\pm 10\%$) **FROM RUSSIA ON "G" TO "G" BASIS** AND ALL OTHER DETAILS CONTAINED IN THE BID DOCUMENTS. I/ WE THEREFORE, SIGN HEREUNDER AND EACH PAGE OF THE DOCUMENTS IN TOKEN OF HAVING ACCEPTED ALL WHAT IS ELUCIDATED THEREIN.

Signature of bidders _____

Name of person and Designation _____

Name of Firm _____

Address. _____

Annexure –“A”

PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LIMITED
PASSCO HEAD OFFICE 11-KASHMIR ROAD, LAHORE

1. Name & Address of Bidders: _____
 Telephone: _____
 Fax: _____
 Email: _____
 Sales Tax No. _____
 National Tax No. _____

2. We read understood all the terms & conditions of IFB and Terms & conditions of bidder documents and we hereby offer our services being Clearing & Forwarding Agent for Cargo / consignment of 180,000 Metric Tons Imported wheat ($\pm 10\%$) on the following rates, which are per metric ton (PMT) basis: -

| Sr. | Name of Port | RUPEES PMT NET, INCLUSIVE OF ALL TAXES NO. FOR CLEARING OF WHEAT (ALL-INCLUSIVE I.E. OVERTIME AND ALL OTHER EXPENSES OF ANY OTHER KIND WHATSOEVER(Rs.)) |
|-----|-----------------------------|--|
| 1. | Karachi Port Trust (KPT) | Rs. _____ Rupees: _____ |
| 2. | Bin Qasim Port | Rs. _____ Rupees: _____ |

3. We also undertake that we shall abide terms & conditions of the agreement/Bidder.

Signature: _____
 Name: _____
 Designation: _____
 CNIC No. _____ (copy enclosed)
 Date: _____
 Stamp: _____
 Cash Receipt issued by PASSCO No. _____ Date _____ Rs. _____

**PLEASE ENCLOSE THE REQUIRED DOCUMENTS AS PER CLAUSE 12
OF THE TERMS & CONDITIONS/DOCUMENT**

INTEGRITY PACT

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

Clearing & Forwarding Agent 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 Food National Security & Research, Government of Pakistan) through any corrupt business practice.

2. Without limiting the generality of the foregoing, Clearing & Forwarding Agent 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 Food National Security & Research, Government of Pakistan, except that which has been expressly declared pursuant hereto.

3. Clearing & Forwarding Agent 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 Food National Security & Research, Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. Clearing & Forwarding Agent 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 Food National Security & Research, Government of Pakistan under any law, contract or other instrument, be voidable at the option of PASSCO, Ministry of Food National Security & Research, Government of Pakistan.

5. Notwithstanding any rights and remedies exercised by PASSCO, Ministry of Food National Security & Research, Government of Pakistan in this regard, the Clearing & Forwarding Agent agrees to indemnify fully PASSCO, Ministry of Food National Security & 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 Food National Security & 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 Clearing & Forwarding Agent as 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 Food National Security & Research, Government of Pakistan.

CNIC No. _____

On behalf of M/s. _____

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

BLACK-LISTING CERTIFICATE.

THE BIDDERS SHALL ATTACH HERewith AN AFFIDAVIT STATING THAT

- a. CERTIFIED THAT I/WE HAVE NEITHER DEFAULTED OF ANY CONTRACT / AGREEMENT 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:

ATTESTED BY NOTARY PUBLIC