

- 1. Pakistan Agricultural Storage and Services Corporation Limited (PASSCO), a Public sector Organization invites sealed bids from the well reputed parties/ firms/ suppliers for purchase of 45,200 Kgs Aluminium Phosphide Tablets for imported Wheat 2022 with approved formula /specifications by Department of Plant Protection under M/o National Food Security & Research, Islamabad. The parties/ firms & suppliers must possess valid 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 income tax/ sales tax departments. Moreover, parties / firms & suppliers are required to render a fresh certificate of assurance from their manufacturers for provision of required stock of Aluminium Phosphide Tablets to PASSCO.
- 2. All bidders shall quote their rates as per prescribed bid form. The bid security 2% (as per rule 25 of PPRA Rules) will be calculated on the quoted rate against the whole quantity 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 / Call deposit Receipt (CDR) / Security Deposit Receipt (SDR) will not be acceptable and bid shall be rejected.
- 3. Bidding documents are available for interested parties up to 17.06.2022 by 1300 hours at the following PASSCO offices:
  - a) Manager (Cash), PASSCO, Head Office, 11-Kashmir Road, Lahore, (Phone No. 042-99201461-62).
- 4. Price of the bidding document is **Rs. 3,000/-** (non-refundable). The Bidding documents can also be viewed on the website of PASSCO <u>www.passco.gov.pk</u> and PPRA website <u>www.ppra.org.pk</u>, but the tender can only be submitted on the duly purchased tender document.
- 5. The bids shall remain valid for sixty (60) days from the opening date of Tender. Tender shall be conducted under Rule 36(b) of PPRA Rules "Single Stage Two Envelope Procedure". Each Tender shall comprise two separate envelopes clearly marked as Technical proposal and Financial proposal.
  - a) Technical Proposal will be opened on **21.06.2022** at **1430** Hours.
  - b) Financial proposal of only technically qualified bidders will be opened on 07.07.2022 at 1130 Hours.
- 6. Bids addressed to General Manager (Commercial) along with profile of the bidders should be dropped up to 1400 hours on 21.06.2022 (as per Rule 28 of PPRA Rules) in the tender box placed at PASSCO, Head Office, 11 Kashmir Road, Lahore and will be opened at 1430 hours on the same day in the presence of bidders or their authorized representatives, who may care to be present.
- 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 (0800 hours to 1500 hours) on telephone No.042-99201466, Ext 1404.

General Manager (Commercial) Pakistan Agricultural Storage & Services Corporation Limited (PASSCO), Head Office, 11 Kashmir Road, Lahore Ph: 042-99201461-62, Website: www.passco.gov.pk

#### PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION LTD PURCHASE OF 45,200 KGS ALUMINIUM PHOSPHIDE TABLETS <u>IMPORTED WHEAT 2022.</u> TERMS AND CONDITIONS

# 1. <u>GENERAL</u>

## 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 etc. from well-reputed, experienced firms /parties/suppliers for purchase of "45,200 Kgs Aluminum Phosphide Tablets for Imported Wheat 2022", deliverable at PASSCO Godowns Khanewal as per given schedule 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 two separate envelope containing financial proposal and technical proposal. All bids received shall be evaluated in the manner prescribed in the bidding document.
- 1.1.3 Bidders will have to submit representative samples of items mentioned in Bidding Documents. Bids of those, who will not submit representative samples, shall not be entertained at all.

# **INSTRUCTIONS TO THE BIDDERS**

# 1.2 <u>Scope of Work</u>

- 1.2.1 Procurement /Purchase of "45,200 Kgs Aluminum Phosphide Tablets for Imported Wheat <u>2022</u>" will be made according to specifications, mentioned at <u>Annex-A</u>.
- 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. COST OF TENDERING

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 tendering process.

# 3. <u>CLARIFICATIONS OF TENDERING DOCUMENTS</u>

3.1 A prospective company requiring any clarification (s) may notify to PASSCO or an Officer authorized on its behalf in writing. The PASSCO or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before approximately **05 working days** or more to the deadline set forth for the submission of bids. Copies of PASSCO response will be forwarded to prospective companies / firms (if not already clarified in the tender document or deemed necessary for the company / firm).

# 4. **AMENDMENT OF TENDER/BIDDING DOCUMENT**

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 company/firm, modify the Tender/Bidding Document by issuing addendum.

4.2 Any addendum thus issued shall form Integral / Eternal Part of the Tender/Bidding Document. To afford Company's / Firm's a reasonable time frame in which to take an addendum into account in preparing their bids, the PASSCO may at its discretion extend the deadline for submission of bids.

#### 5. **LANGUAGE OF DOCUMENTS**

- 5.1 Bidding Documents and related correspondence will always be in the English language.
- 5.2 The Bid should have a covering letter on printed letterhead of the firm. All pages of the Tender / bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 5.3 All relevant technical literature in English language should be attached with the bid.

## 6. **PRICE.**

- 6.1 Price / bid / offer should be quoted in Pak Rupees.
- 7.2 The bidder shall quote minimum Price / Rate for said item. The price / rate quoted should be firm, final, and clearly written/typed without any ambiguity.
- 6.3 The bid price should include all the government taxes, as per prevailing taxation rates of Provincial / Federal Governments etc. (e.g., GST, Income Tax, Withholding Tax etc.
- 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. **<u>BID SECURITY / EARNEST MONEY</u>**

- 7.1 The bidder shall furnish an Earnest Money equivalent to 2% of the total value of Bid in the form of a Demand Draft/ Pay Order/Banker Cheque in favour of the PASSCO. Cash/Cheque/Call Deposit Receipt (CDR) /Security Deposit Receipt (SDR) will not be accepted as Earnest Money.
- 7.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the PASSCO as non-responsive.
- 7.3 The Bid Securities / Earnest Money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid whichever expires earlier. The bid securities of bidders can be returned earlier if supported by a formal request on Company's letterhead duly signed.
- 7.4 The bid security of the successful bidder will be converted to performance guarantee for completion of 5% required performance guarantee.
- 7.5 The Bid Security / Earnest Money may be forfeited / confiscated:
  - i. If a bidder withdraws his bid during the period of bid validity.
  - ii. If the bidder does not accept the correction of his bid price.
  - iii. In the case of a successful bidder, if he fails to furnish the required performance security or failed to supply the required Aluminum Phosphide Tablets as per technical specifications as per Annex-A along with all accessories if necessary.
  - iv. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

# 8. **VALIDITY OF BIDS**

8.1 All bids shall remain valid for the period of 60 days from the opening date of opening of bids/ Financial Proposal.

# **CLARIFICATIONS / CORRECTIONS OF TENDER / BID**

- 9.1 To assist in the examination, evaluation and comparison of the bids; the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price / rate or substance of the bid shall be sought, offered or permitted.
- 9.2 Arithmetical errors will be rectified on the following basis:
  - i. If there is a discrepancy between unit Price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
  - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

# **RESPONSIVENESS OF TENDERS / BIDS**

- 10.1 The valid Bid Security/ Earnest Money is submitted.
- 10.2 The bid is valid till required period.
- 10.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc. on "delivered" basis at PASSCO Godowns Khanewal.
- 10.4 Compliance to all important terms and conditions of this tender document on specified formats.
- 10.5 The bidder is eligible for tendering and possesses the requisite experience.
- 10.6 The bid does not deviate from basic requirements.
- 10.7 The bidder must attach valid bank statement showing financial stability of the firm.
- 10.8 The Tender / bid is generally in order etc.
- 10.9 The bidder submitted all mandatory/ requisite documents as mentioned in the tender document.

# 11. **DEADLINE FOR SUBMISSION OF BID DOCUMENTS.**

11.1 The bids shall be delivered in person or sent by **Registered mail/courier** services, which should reach the office of A/General Manager (Commercial), PASSCO, Head Office, 11 Kashmir Road, Lahore, up to 1400 hours on 21.06.2022. Or as specified in the advertisement /website of PPRA /PASSCO.

# 11.2 Technical proposal shall consist/includes:-

The Tenders / 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:-

- a. Application letter of Intent for participation in tendering process.
- b. The supplier must have valid experience alongwith proof of satisfactory performance for supply A.P.Tablets to Public Sector.
- c. Provide 2 samples of A.P. Tablets as per required specifications for Laboratory Test.
- d. Firm must attach valid bank statement in original showing financial stability of the firm.
- e. Copy of Income Tax / Sales Tax Registration.
- f. Fresh Certificate from Manufacturers.
- g. Registration certificate, registered with the Government of Pakistan in terms of Agricultural Pesticides Ordinance 1971.
- h. Copy of authorized dealership or distributorship or manufacturers firms certificate.
- i. Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.
- j. Affidavit on Stamp Paper of Rs. **200**/- that the firm is not black listed by any Government / Semi Government Department as per **Specimen at** <u>Annex-B</u>.

9.

k. Certificate on company's letterhead that the firm would supply Aluminum Phosphide Tablets" For Imported Wheat 2022.

Noncompliance to the supply of required quantity may result in immediate termination of "Acceptance / Supply Order/Agreement" leading to forfeiture of earnest money / performance security and blacklisting of firm as per Specimen at Annex-C.

#### Financial proposal shall consist/include of:-11.3

- a) The Tender documents are duly signed and stamped by the party.
- b) Pay order/demand draft/Banker Cheque against 2% Earnest Money (Rule 25 of PPRA Rules).
- 11.4 Bids should be submitted in sealed envelope containing necessary information regarding Tender Notice and warning message "DO NOT **OPEN BEFORE 07.07.2022 AT 1130 Hours.**
- Opened, e-mailed or faxed tenders / bids will not be accepted / entertained. 11.5
- 11.6 Any bid received by the PASSCO after the date and time of tender opening will be returned as unopened to sender / bidder.

## **OPENING OF BID**

- 12.1 PASSCO's relevant committee (i.e. Tender Committee) will open technical bids at 1430 hours on 21.06.2022 and financial bids of technically qualified bidder at 1130 hours 07.07.2022 in the presence of company's authorized representatives who choose to be present at PASSCO Head Office Lahore at scheduled date and time.
- The bidders shall drop the bidding documents completed in all aspects duly 12.2 signed in sealed envelope marked as bid for Supply of "Aluminum Phosphide Tablets" on delivered basis in bold and legible letter to avoid confusion in tender box placed at Commercial Wing PASSCO Head Office Lahore by 1400 hours on 21.06.2022.
- 12.3 Bids will be entertained, in the light of Rule 12(2) of PPRA Rules.
- 12.4 Technical Proposal & Financial Proposal of technically qualified bidder will be entertained in the light of Rule 36(b) of PPRA Rules.
  - After the evaluation and approval of the technical proposal the procuring a. agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
  - i. The bid found to be the most advantageous bid shall be accepted.
- 12.5 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.

#### 13. **EVALUATION OF BIDS**

- 13.1 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.
- 13.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive. The bids will be evaluated as a whole.
- 13.3 It will be examined in detail whether the items offered by the company complies with the Technical specifications as provided in this tender document as per Annex-A. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection.
- 13.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the company / firm.

13.5 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.

# 14. <u>PROCESS TO BE CONFIDENTIAL</u>

- 14.1. 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.
- 14.2 Any effort by a bidder to influence PASSCO in the evaluation, comparison or selection, decision may result in the rejection of its bid.

# 15. <u>TECHNICAL EVALUATION COMMITTEE (TEC)</u>

- 15.1 The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements by a Technical Evaluation Committee constituted by Commercial Wing.
  - 15.2 Furthermore the Committee will take all appropriate measures/actions as deemed fit to complete the assigned task.

# 16. <u>AWARD CRITERIA & PASSCO's RIGHT</u>

- 16.1 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.
- 16.2 The contract will be awarded to the successful bidder with **most advantageous bid (Rule 38 of PPRA Rules)** provided that such bidder have been determined to be technically qualified. The selected company may furnish a performance guarantee (as per rule 39 of PPRA rules) @ 3% of total bid price in addition to 2% of the tendered value already deposited as bid money / earnest money (as per Rule 25 of PPRA Rules) valid till completion of contract. The agreement will be signed on stamp paper worth Rs. 1200/duly purchased in favour of PASSCO with at least Fifteen (15) days apart from the issuance date of acceptance letter.
- 16.3 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.

# 17. **<u>REQUIREMENT / FORMAT OF BID</u>**

17.1 All bidders shall quote their Price / Rates alongwith **2%** bid security /earnest money of the total bid price in the form of a Pay Order/Demand Draft/Banker Cheque as per this tender document requirement/ obligations.

#### FIRM'S RESPONSIBILITIES

- 18.1 The Firm shall supply the **REQUIRED ITEMS PROMPTLY** in accordance with Supply Order.
- 18.2 The firm shall not subcontract the Supply Order.
- 18.3 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.
- 19. **Shelf Life**. The shelf life of the offered store should not be less than twenty (20) months from the date of delivery of consignment.
- 20. <u>Packing and Marking</u>. The tablets shall be packed in tins containing 333/500 tablets each and 20/14 tins/flasks shall be packed in one carton. Each tin shall have been stoppered with air tight non-reactive plastic stoppers and packed in one heavy overseas carton with heavy polythene liners.
- 21. <u>Inspection</u> of goods will be carried out by PASSCO inspection board and rep of supplier within three days on receipt who will ascertain the general condition of the containers. If the bottles/packing material is fit/OK (airtight) tablets are not in broken condition/without ash then the committee will draw one representative sample from

each batch and will be got available test in any Government laboratory as the buyer may deem fit, Lab test report to be communicated to A/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 A/GM Commercial of the observation of visual inspection within two working days in writing. If the visual inspection is negative, the stock will not be accepted. The stock will be accepted in case the visual inspection report as well as laboratory test reports are found fit/ok.

#### 22. TIME FOR COMPLETION

- The supplier shall adhere to time frame set forth and deliver the required 22.1 items as per demand of within given time or as per demand of procuring agency (PASSCO) from the date of signing of agreement and submit bill along with all relevant documents detail is appended below:-
  - ➢ Bill/Invoice.
  - Inspection Report.
  - ➤ Lab Test report.
  - GRA (Pink Color).
  - Sales Tax Invoice.
  - $\triangleright$  Agreement.
  - Acceptance Letter.

Seller shall also indicate separately the amount of sales tax along with sales 22.2 tax registration number issued by the sales tax department, in the sales tax invoice.

#### Late Delivery / Delay in Completion of Work: 22.3

- > In case of late delivery, PASSCO will charge Late Delivery (LD) charges at the rate of 2% of the cost of A P Tablets for the delay of each 10 days.
- In case supplier fails to deliver the agreed quantity of Aluminium Phosphide  $\geq$ Tablets or part there of beyond 20 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement, forfeit security deposited. Additionally PASSCO may purchase defaulted quantity of A P 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.

#### 23. **REPLACEMENT WARRANTY**

- 23.1 In case, the A.P. 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 A/General Manager (Commercial).
- The supplier will be responsible to replace the stocks found below 23.2 specification without claiming any compensation within the delivery schedule.

#### **TERMS OF PAYMENT** 24.

- 24.1 Relevant payment against supply order shall be payable to the firm upon successful delivery of the required items as per supply order which shall be proved by acceptance certificate (s) issued by PASSCO or its committee.
- 24.2 All the payment shall be made through crossed Cheque in the Pak Rupees.
- Taxes will be deducted as per government rules at the time of payment. 24.3.

# **DEFAULT BY SUPPLIER**

If the firm fails to supply the required items/ refuses or fails to comply with a 25.1 valid instruction of the PASSCO, the PASSCO may give notice and stating the default.

25.2 If the firm has not taken all practicable steps to remedy the default within **07 days** after receipt of PASSCO's notice, PASSCO may cancel the order and performance security / earnest money will be forfeited / confiscated, leading further towards Blacklisting of the Firm.

# 26. **FORCE MAJEURE**

- 26.1 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. Nonavailability of material and those Items ancillary to material or any other event leads towards clear negligence of the firm shall not constitute Force majeure.
- 26.2 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 on case to case basis.
- 26.3 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.
- 26.4 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.

# 27. <u>Arbitration:</u>

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.

# 28. 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

# **CERTIFCATE**

I/WE DO HEREBY CONFIRM TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF BIDDING DOCUMENTS FOR **SUPPLY OF 45,200 KGS ALUMINIUM PHOSPHIDE TABLETS** AND ALL OTHER DETAILS CONTAINED IN THE TENDER DOCUMENT. I /WE THEREFORE, SIGN HEREUNDER AND EACH PAGE OF THE DOCUMENT IN TOKEN OF HAVING ACCEPTED ALL WHAT IS ELUCIDATED THEREIN.

## NOTE.

I/WE HAVE SUBMITTED "2 SEALED SAMPLES" OF ALUMINUM PHOSPHIDE TABLETS AT COMMERCIAL WING PASSCO HEAD OFFICE LAHORE BEFORE DROPPING THEN TENDER IN THE TENDER BOX AND I /WE ACCEPTED THE SAME.

\_

	Signature	
	Name of Bidder	
	Name of Firm	
	Address	
-		
	Stamp of the Firm	
Telephone No Office		
Mobile NO		
Fax No	Email address	
CNIC NO	Income Tax	
Registration		
Sales Tax Registration Number		

# <u>Annex-A</u> <u>PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION</u> <u>LIMITED</u>

**<u>Required Features /specifications</u>** 

I/WE HERE SUBMIT THE RATES FOR SUPPLY OF **45,200 KGS ALUMINIUM PHOSPHIDE TABLETS** FOR IMPORTED WHEAT 2022 INCLUSIVE OF ALL TAXES & DUTIES ON "DELIVERED BASIS AT PASSCO GODOWNS KHANEWAL AS PER FOLLOWING SCHEDULE:-

 Upto 10.08.2022
 = 12,500 Kgs

 Upto 15.12.2022
 = 32,700 Kgs

 (As per requirement within given period)

Specifications.

	As per FAO issued by Department of Plant Protection M/O National Food security & research Islamabad, under ordinance Pesticides 1971.		
a.	Aluminum Phosphide content by weight JAOAO 26.559 (1943). Aluminum Phosphide must be free from Pb, Cd & As.	Min: 56%	
b.	Innert substances as hydrophonic and fire retardant agents and tablets aids.	Max: 44%	
c.	Total release of PH <sub>3</sub>	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 & 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 **2 SEALED SAMPLES** OF "**A.P.TABLETS**" AT COMMERCIAL WING PASSCO HEAD OFFICE LAHORE BEFORE DROPPING THE TENDER IN TENDER BOX AND I /WE ACCEPTED THE SAME.

## (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 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.			
Contact Person:			
Address:			
Tel #:	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 45,200 KGS ALUMINIUM PHOSPHIDE TABLETS" WERE FOUND REFURBISHED, SUBSTANDARD, OR OF POOR QUALITY, THE SUPPLY ORDER OF THE FIRM WILL BE IMMEDIATELY TERMINATED WITHOUT ASSIGNING ANY REASON AND WILL NOT MAKE ANY REFUND / PAYMENT. FURTHER, THE PERFORMANCE / BID SECURITY GIVEN BY THE FIRM WILL ALSO BE FORFEITED / CONFISCATED AND THE FIRM WILL BE DECLARED BLACK LISTED.

M/S.			
Contact Person:			
Address:			
Tel #:	Mobile #	Fax #:	
Email:			
Signature:		Dated :	
Agency Seal:			

#### ATTESTED BY NOTARY PUBLIC