## PUBLIC PROCUREMENT REGULATIONS, 2009

Annexure – 1 (See Regulation 2)

# PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

### CONTRACT AWARD PROFORMA - I

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million Rupees or More

7	NAME OF THE ORGANIZATION / DEPTT_PASSCO
>	FEDERAL/PROVINCIAL GOVT Federal when 2
>	TITLE OF CONTRACT Transportation of Empty lute & P.P Bag imported
×	TENDER NUMBER TSU83027E
>	BRIEF DESCRIPTION OF CONTRACT Packing of Imported wheat
	in Jute & PP Bay. therefore transportion
	ist Packing maderial form designated somes.
	to Ports was required
>	TENDER VALUE 125, 128,646,429
۶	ENGINEER'S ESTIMATE //A (for civil works only)
4	ESTIMATED COMPLETION PERIOD Till completion of contract
A	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Planned for Packing of Importance No
>	ADVERTISEMENT:
	(i) PPRA Website 15 482027 E 67 660262 Yes/No (Federal Agencies) (if yes give date and PPRA's tender number)
	(ii) Newspaper Two Notion 03.06.2022 Yes/No (if yes give names of newspapers and dates)
4	TENDER OPENED ON (DATE AND TIME) 18-06.2022 & 20.06.2022 at 1400 Hows.
×	NATURE OF PURCHASE (Local/International)
2	EXTENSION IN DUE DATE(If any)Yes/No
7	NUMBER OF TENDER DOCUMENTS SOLD ST. TWO (Attach list of buyers)
4	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS Yes / No (If yes enclose a copy)
	$\sim$ 0 /

10 para 22/11/2 - V

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# PUBLIC PROCUREMENT REGULATIONS, 2009

	LODGE .	
	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING YES / No	1
	WHETHER BID EVALUATION ORTHON TENDER DOCUMENTS	
	WHICH METHOD OF PROCONCINETY	
	(a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  (b) SINGLE STAGE – TWO ENVELOPE PROCEDURE	<i>-</i>
	THE STACE DIDDING PROCEDURE	_
	(d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	_
	Please specify if any other method of procurement was adopted with brief reasons (i. Emergency, Direct Contracting, Negotiated Tendering etc.)	e.
×	WHO IS THE APPROVING AUTHORITY MD PACCO	_
×	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINE FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING	D G
>	NUMBER OF BIDS RECEIVED 02 TWO	
>	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDERYes/No	0
A	WHETHER INTEGRITY PACT WAS SIGNEDYes/No	)

100 -

Annexure – II (See Regulation 2)

# PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

### CONTRACT AWARD PROFORMA - II

To Be Filled And Uploaded On PPRA Website in Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million Rupees or More

>	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS_0 1 Two
>	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER NO.
	National Logistic call, Transport Fleet
	(North), Conjognously Count.
>	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
	(i.e. 1st, 2nd, 3rd EVALUATED BID)
	ant was passes and
>	NEED ANALYSIS (Why procurement was necessary?)
	Required fox packing of imported wheet
	at ports
A	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WHERE
3	THE REASONS (Briefly describe)
	NIM
ski	THE RIDDERS AND THEIR PRICES WERE READ
>	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ
	OUT AT THE TIME OF OPENING OF BIDSYes/No
4	DATE OF CONTRACT SIGNING 05-07-2022
5.00	(Attach a copy of agreement)
4	00 PRICE 0, 18, 690, 42
4	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL Yes/No
	Bino
	(Attach cost of the hid evaluation report)
خز	ANY COMPLAINTS RECEIVED
	1 700 result (nereor)

# PUBLIC PROCUREMENT REGULATIONS, 2009

	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER /DOCUMENTS	Yes/No
	(If yes give details)	V 10:
7	DEVIATION FROM QUALIFICATION CRITERIA(If yes give details)	Yes/No
'n	SPECIAL CONDITIONS, IF ANY(Give brief description)	
	N/A	

[F.No.2/1/2008/PPRA-RA.III]

# ATTENDANCE SHEET TECHNICAL PROPOSAL

CONTRACTOR

# TENIDER REGARDING TRANSPORTATION OF EMPTY JUTE/PP BAGS FOR IMPORTED WHEAT 2022 DATED 18.06.2022

4	ω	2		SR.
		VIC.	Logistics one	NAME OF FIRM
		Suleman Malile 38403-224853-9 0333 862525	M. Noman	Name of Representative
		5865-224838-1	36302-0390129-9 0300-2812600	CNIC
		0333.862(24)		Contact Number
		X x	2 Pungs	SIGNATURE

A. A. S.

# 11.3. Technical proposal shall consist / includes:-

- 11.3.1 The Tenderers, which meet the following minimum requisite criteria, would be declared eligible. Requisite documents must be attached in respect thereof. Tenderer must provide the under mentioned documents:
  - i. Application / Letter of Intent for participation in tendering process.
  - ii. Firms must have valid experience in transportation services for last five years in transportation of wheat with necessary documentary proof.
  - iii. Detail / proof of firm owned fleet (Minimum 120 vehicles owned by the firm for transportation purposes) with necessary documentary proof.
  - iv. Firm must attach valid bank statement in original showing financial stability of the firm for minimum Rs.100 Million.
  - v. Firm must have offices to handle transport in Gwadar, Karachi Port Trust, and central Punjab with documentary evidence.
  - vi. The company must have annual turnover from transport business of more than Rs. 3.0 Billion.
  - vii. Copy of Income Tax / Sales Tax Registration Certificate.
  - viii. Registration with FBR / PRA / SRB.



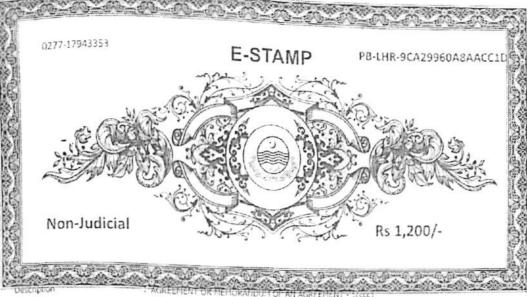
The firm must Certify (as per Annexure "B") that they have neither defaulted of government neither including its departments / bodies / subsidiaries and/or any contract / agreement or in legal dispute with any federal / provincial / local organizations / institutions in last five years, nor declared insolvent nor Rs.200/- or more). blacklisted by any one of those elucidated above (Affidavit on Stamp Paper of

Certificate of Authorized representative.

original cash receipt of tender documents issued by PASSCO.

The bidder must comply to all terms and conditions mentioned in the tender

I .... I thall consist I in al. ..



First Party

: National Logistic Cell [10000-0000000-0]

Second Party

: Pakistan Agricultural Storage And Services Corporation [10009-0000000-0]

Agent Stamp Duty Paid by : Ishtiaq Ahmad Khan [3546.1-1521473-9] : National Logistic Cell [10000-0000000-0]

issue Date

: 04-Jul-2022, 10:05:21 AM

Paid Through Challan

: 20227F131C9095C6

Amount in Words

: One Thousand Two Hundred Rupees Only

### AGREEMENT

### PROVISION OF TRANSPORTATION SERVICES FOR SHIFTING OF EMPTY JUTE/ PP BAGS FOR FILLING OF 500,000 METRIC TONS IMPORTED WHEAT

This agreement is made on DE July 22 between M/s Fakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with office at 11 - Kashmir Road Lahore represented by it's General Manager (Commercial) hereinafter referred to as the 'Contractee' which terms wherever the context so permits includes its successors in interest of the first party.

M/s National Logistics Cell (NLC), HQ, Transport Fleet (North), Gujranwaia Cantt. Represented by it's Senior Manager Marketing, North (NLC) hereinafter referred to as the 'Contractor' which terms wherever the context so permits includes its successors in interest of the second party regarding shifting of empty Jute/PP bags for filling of 500,000 M.Tons imported wheat from PASSCO designated Zones / Loading points to discharge ports (i.e. Karachi Port Trust, Bin Qasim / FAP Marine Terminal and Gwadar port) and back to PASSCO Zones if required.

Contractee	Pakistan Agricultural Storage And Services Corporation Ltd, Head Office, 11-Kashmir Road, Lahore (PASSCO).		
CARGO	Empty jute/ PP bags		
Contractor	National Logistics Cell (NLC), HQ, Transport Fleet (North), Gujranwala Cantt.		

WHEREAS, the second party has agreed for provision of Transportation services for shifting of empty Jute/PP Bags from PASSCO designated Zones/ Loading points to discharge ports (Karachi Port trust, Bin Qasim, FAP marine terminal & Gwadar Port) and back to PASSCO Zones if required, through dedicated vehicles, at the total average contract value of Rs.128,646,429/- (Rupees One Hundred Twenty Eight Million Six Hundred Forty Six Thousand Four Hundred Twenty Nine Only) vide acceptance letter No. PASSCQ/Comm/P-1/2022/ 1305 Deced 22.06.2022 inclusive of all taxes, toll, duties, loading/unloading-handling



at the destinations or any other charges incurred in arranging safety measures (against weather, operation from dispatching to receiving ends. Quantity of empty jute/PP bags can be either Pakistan (GOP)/ PASSCO Authority, for which no claim or compensation and pecuniary gain rates of transportation will remain same:-

Ser.	Lones (locations	Tentative Quantities to be Transferred from PASSCO Zones		Approved Rates for shifting of empty bags at KPT/Bin Qasim /FAP (PKR)		Approved Rates for shifting of empty bag at Gwadar Port (PKF	
	PASSCO Zones)	Jute	PP	Jute	PP	Jute	PP
1	Hafizabad	60,000	540,000	1,013,400	8,580,600	1,193,400	10,200,600
2	T.T Singh	30,000	40,000	499,500	626,000	589,500	746,000
3	Okara	30,000	200,000	504,000	3,160,000	594,000	3,760,000
4	Sahiwal	60,000	179,000	1,000,200	2,804,930	1,180,200	3,341,930
5	Burewala	30,000	131,000	495,000	2,030,500	585,000	2,423,500
6	Vehari	30,000	858,000	492,000	13,213,200	582,000	15,787,200
7	Khanewal	90,000	1,440,000	1,476,000	22,176,000	1,746,000	26,496,000
8	Multan	30,000	600,000	492,000	9,240,000	582,000	11,040,000
9	Bahawalnagar	60,000	700,000	1,002,000	10,990,000	1,182,000	13,090,000
10	Alipur	30,000	480,000	477,000	7,152,000	567,000	8,592,000
1	l Khanpur	30,000	105,000	475,500	1,559,250	565,500	1,874,250
1	2 Layyah	90,000	344,000	1,485,900	5,335,440	1,755,900	6,367,440
1	3 Khairpur	-	50,000	2	525,000		625,000
1	4 Hyderabad	60,000	90,000	630,000	855,000	810,000	1,125,000
	5 Dera Allah Yar	•	144,000	-	1,368,000	-	1,512,000
	16 Korangi Godowns	1,550,100	639,000	10,060,149	4,147,110	17,810,649	6,703,110

Following shall be the responsibilities of both organizations.

### A. RESPONSIBILITIES OF NLC:

- a. Comply with approved rates for shifting of entire quantity of Empty Jute/ PP Bags for filling of 500,000 M.Tons imported wheat.
- Detail representative at loading and unloading sites for completion of documents with PASSCO Staff, both at originating and destination ends.
- c. Ensure adequate availability of sufficient trucks and labour capable of loading.
- d. Provide transport and handling facilities on daily basis, including holidays at loading point for shifting Empty Jute/PP Bags.
- e. Ensure receipt of correct quantity and quality of Empty Jute/PP Bags at loading points and delivers the same at consignee's end within 02 days from the date of lifting in case of Korangi and ten (10) days from the date of lifting in case of Gwadar port.



- f. The contractor may also utilize trans-shipment at Hub/Karachi at its own risk and cost in case of transportation for Gwadar. However, contractor must provide convoy note and Transfer Advice generated at both Korangi Godowns and Hub /Karachi.
- g. Pay all applicable taxes, tolls, duties, and levies etc.
- h. Make payment to PASSCO against any loss to stocks during operation at following rates:-

1	Jute Bags	Rs.425/- per bag	Plus 10% penalty
2	PP Bags	Rs.70/- per bag	charges

- i. Pay all charges of labour engaged at loading and unloading points.
- j. Submit the bills along with all supporting documents to Commercial Wing, PASSCO, Head Office, Lahore on weekly basis for Transportation services. PASSCO will make the payment of bills within Fifteen (15) days of the receipt of bills after written confirmation from Field wing / S&C Wing.
- k. Ensure that the stocks are expeditiously moved /shifted and are not unnecessarily delayed at loading point, in transit or at destinations to avoid deterioration, wear and tear of Empty Jute/ PP Bags.
- Deliver the Empty Jute/PP Bags at consignee's end under his arrangements without any compensation for replacement of vehicle or diversion in case of road block or vehicle casualty or any matter arising at consignee end.
- m. Apply after completion of operational period of agreement/contract for the refund of security deposited; supported by NOCs issued by Field Wing.

### B. RESPONSIBILITIES OF PASSCO:

- a. Establish offices and appoint sufficient managerial and supervising staff at all posts / ports to co-ordinate with the contractor and different government offices for proper forwarding and receiving of empty jute/PP bags stocks/store.
- Make arrangements for adequate empty jute/PP bags available as per allocation at loading point.
- Get the acknowledgement on Dispatch Reports from the contractor or his representative at the loading point.
- d. Implement the terms and conditions of the contract in letter and spirit without failure. Any observation/complaint on the performance of the contractor/non-implementation /violation of the terms of the agreement shall be brought to the notice of designated officer of PASSCO.
- Issue "No Objection Certificate" for the release of security if the performance of contractor is satisfactory.
- Any claim on account of any vehicle being returned empty, fluctuation in transportation
  / fuel charges / rates, nationally and / or internationally, which may occur out of any cause, shall
  not be entertained.
- 6. If the contractor fails to discharge his contractual obligations and / or proves to be incapable of successfully completing the contractual obligations / non-implementation of any of the clause, the same services will be carried out through any other agency or contractor at the entire risk and cost of the defaulting contractor, and the contractee (PASSCO) reserves the right to rescind the agreement, forfeit the security and impose penalties mentioned in the tender.
- Contractor shall submit his bills on Company's Letter Head Pad, supported by original/ acknowledged Transfer Advice/Convoy Note and original truck bilties after being acknowledged by the consignee to Commercial Wing, PASSCO, Head Office, Lahore, on weekly basis.
- While submitting the bill, second party must indicate separately the amount of sales tax along with sales tax registration number issued by sale tax department.



### PERFORMANCE GUARANTEE:



The second party has deposited 4% bid security Rs. 10,000,000/- vide Banker's Cheque No.22103572 Dated 21.06.2022 and 6% performance guarantee in shape of bank guarantee amounting to Rs.4,342,719/- vide letter of guarantee No. IGT08740241822PK dated 30,06.2022. This performance guarantee shall be refunded on successful completion of agreement / contract.

All terms and conditions in advertised Tender Notice and Tender documents shall be part of this agreement.

### FORCE MAJEURE

- Force majeure shall mean any event, act or other circumstances or considerations not 11.1 being an event, act or circumstances under the control of PASSCO or of the Individual, Firm, Company i.e., Earthquake, Flood, or any other Severe Climatic circumstances and all events which are not under the control of the both parties like strikes, Dharna, Lockdown situation, etc. which are beyond the control of the parties. Non-availability of vehicles, laborers and other ancillary material/items or any other event leads towards clear negligence of the firm shall not constitute Force majeure.
- 11.2 If by reasons of Force Majeure, the required assignment / job / task cannot be performed by the due date, then the date may be extended appropriately by PASSCO on case to case basis keeping in view all the circumstances and requirements.
- The firm shall not be liable for liquidated damages, forfeiture of its Performance 11.3 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.
- 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.

### 12.

As per rule 49 of PPRA rules in case of any difference or dispute between the parties arising out of this agreement or in the matter enumerated therein, the same shall be referred to the sole arbitration of the Managing Director PASSCO for the time being of Pakistan Agricultural Storage and Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement.

### Jurisdiction of Court:

Regarding the issue of jurisdiction in case of litigation between parties hereto, the court 13. at Lahore shall have the exclusive jurisdiction to entertain such dispute.

In witness whereof, the parties hereto have affixed their signatures at Lahore on above mentioned date.

FOR & ON BEHALF OF NLC FOR & ON BEHALF OF PASSCO (Contractor) NLC Contractee) Freight Senior Manager Marketing, National Logistics Cell (NLC), HQ, Sherjeel Najmul Masood General Manager (Commercial) Transport Fleet (North), Gujranwala Cantt. WITNESS

### DECLARATION BY TRANSPORT CONTRACTOR

We National Logistics Cell (NLC), HQ, Transport Fleet (North), Gujranwala Cantt. hereby declare our intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from government of Pakistan or any administrative sub division or agency thereof or any other entity owned or controlled by it

(GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, we National Logistics Cell (NLC), represent and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to any one 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP and / or PASSCO except that which has been expressly declared pursuant

We National Logistics Cell (NLC), certify that it has made and will make full 03. disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and / or PASSCO has not taken or will not take any action to circumvent

the above declaration, representation of warranty.

We National Logistics Cell (NLC), accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action 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 rights and remedies available to GOP and or PASSCO under any law, contract or other instrument, be void-able at the option of GOP and / or PASSCO and National Logistics Cell (NLC), declare that neither we have defaulted any contract / agreement with any organization / institution in last two years nor blacklisted by any one if, at later stage, this declaration has been found otherwise our security may be forfeited.

Notwithstanding any rights and remedies exercised by GOP and / or PASSCO in this regard, (the purchaser) agrees to indemnify GOP as well as PASSCO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP and / or PASSCO in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (the Purchaser) 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 GOP and / or PASSCO. It is being clarified that PASSCO stands for Pakistan Agricultural Storage & Services Corporation Ltd, a company controlled / administered by GOP through ministry of NFS&R Islamabad or any other entity owned or

Freight

controlled by it (GOP).

FOR AND ON-BEHALF OF

National Logistics Cell (NLC), HQ, Transport Fleet (North),

Gujranwala Cantt.

Witnesses

### TRANSPORATION SERVICES FOR SHIFTING EMPTY JUTE BAGS FOR IMPORTED WHEAT

A technical evaluation was constituted by Commercial Wing vide office e order No.PASSCO/Comm/import/P-I/2022/1261 dated 16.06.2022 comprising the following officers, to evaluate the technical proposals as per criteria given in tender document

SR Name & Designation

a. Muhammad Jehanzeb Ishaq Manager (F&A Wing)

b. Muhammad Suleman DM(HR) c. Muhammad Umair, DPM (Comm Wing) Status

Convener

Member Member

2. The technical committee has examined / evaluated the required documents provided by the tenderers along with tender documents in accordance with the criteria mentioned in bidding documents regarding transportation services for shifting of EMPTY JUTE BAGS for imported wheat, technical check list is as under:-

r#	Required Documents		
	Application/ letter of Intent for participation in tendering process.	Logistic one	NLC
	an tendering process.	Provided	Provided
	Firms must have valid experience in transportation services for last five years in transportation of wheat with necessary documentary proof.	Provided	Provided
3	Detail/proof of firm owned fleet (Minimum 120 vehicles owned by the firm for transportation purposes) with necessary double (only list attached)		
4	Firm must attach valid bank statement in original showing financial stability of the firm for minimum Rs.100 Million.	Average balance of 100 million not maintained	Provided
5	Firm must have offices to handle transport in Gwadar, Karachi Port Trust, and central Punjab with documentary evidence.	No documentary evidence provided	Provided
6	The company must have annual turnover from transport business of more than Rs. 3.0 Billion.	Not Provided	Provided
7	Copy of Income Tax / Sales Tax Registration Certificate.	Provided	Provided
8	Registration with FBR/PRA/SRB.	Provided	Provided
9	The firm must Certify (as per Annexure "B") that they have neither defaulted of any contract / agreement or in legal dispute with any federal / provincial / local government neither including its departments / bodies / subsidiaries and/or organizations / institutions in last five years, nor declared insolvent nor blacklisted by any one of those elucidated above (Affidavit or Stamp Paper of Rs. 200/- or more).		Provided
10	· ·	Provided	Provided
1	Original cash receipt of tender documents issued by PASSCO.	Provided	Provided
1	2 The bidder must comply with all terms and conditions mentione in the tender documents.	ed Provided	Provided

The committee has technically evaluated the technical proposals submitted by 3. the said parties in accordance with the criteria mentioned in bidding documents. In this the said party one party i-e M/s National Logistic Cell (NLC) has fulfilled the required regards, and technically qualified.

Forwarded for Further Necessary action, please.

Muhammad Umair

DPM, Commercial Wing

Member

Muhammad Suleman

DM, HR/Legal Wing

Member

Muhammad Jehanzeb Ishaq

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Manager, F&A Wing

Convener