

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – I
(As Per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION/DEPTT. PASSCO
- FEDERAL / PROVINCIAL GOVT. Federal
- TITLE OF CONTRACT 36,700 Polypropylene Bales For imported wheat 2022
- TENDER NUMBER TS483031E
- BRIEF DESCRIPTION OF CONTRACT: Used in storage/Packng
of wheat.
- TENDER VALUE Rs. 1,880,875,000
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 31.12.2022
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? planned for imported wheat
Packng. Yes / No
- ADVERTISEMENT :
- (i) PPRA Website TS483031E 07.06.2022 Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers The Nation 3rd June 2022 Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 18.07.2022 & 21.07.2022 at 1100 Hours
- NATURE OF PURCHASE Local / International
- EXTENSION IN DUE DATE (If any) _____ Yes / No

3 passco 22/11/22 ✓ 447/

➤ NUMBER OF TENDER DOCUMENTS SOLD 20
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE.
- c) TWO STAGE BIDDING PROCEDURE.
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE.

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY MD PASSCO

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. No

➤ NUMBER OF BIDS RECEIVED 14

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)
(As Per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods.

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS 14 Fourteen

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Starline Poly
Packaging (PVT) Ltd, Rahim Yar Khan (2) Majani poly packaging Karachi (DHA)
(3) M/s Millennium Industries (PVT) Lahore (Muslimtown) (4) M/s Thal Limited
Karachi.

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID)

1st

➤ NEED ANALYSIS (Why the procurement was necessary?)

For packing of wheat imported
in bulk vessels.

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe)

N/A

➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ Yes / No ✓

➤ DATE OF CONTRACT SIGNING 11.08.2022
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE RS. 51.25 Per Bay

➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ Yes / No ✓
(Attach copy of the bid evaluation report)

➤ ANY COMPLAINTS RECEIVED _____ Yes / No ✓
(If yes result thereof)

➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ Yes / No ✓
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA _____ Yes / No ✓
(If yes give details)

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

N/A

ATTENDANCE SHEET
TECHNICAL PROPOSAL

TENDER REGARDING PURCHASE OF 36,700 PP BALES FOR IMPORTED WHEAT 2022
DATED 18.07.2022

SR.	NAME OF FIRM	Name of Representative	CNIC	Contact Number	SIGNATURE
1	Wheatley Packages S. Abdoul Saif	Zain Saad	35902-878-2059	0300-099033	
2	Necem Modern Fresh Flour	Naveed Magsani	35001-2305734-9	0322-4387725	
3	Starline Poly Packaging	MADANAN ASIM	34401-9067696-7	0302-4661818	
4	AL-Kasam Packages	ASIF Nawaz	33100-28398795	0301-7070132	
5	Masani Poly. Karachi	A. Nawaz	33100-28398795	0321-7070132	
6	KSF Trizone	Res. Usman	35202-52408491	0301-8403141	
7	Raw Pkts Industries	MSTH Tahir	36104-0237605-1	030-7444372	
8	Ilami Poly Industries	M. Zaheer Abbas	35200-99535955	0300-432682	
9	Al-Terrimum	Musammeh Akram	35200-50998129	0522-8581186	
10	Ishware Foods	Sajid Iqbal	35202-66889329	0318-450057	
11	Mian Nazir Son Ltd	M. Akhtar	38301-18448135	0300-4832194	
12	Poly Pack Pvt Ltd.	Ahsan Javed	36301-6185828-1	0321-6357131	
13	HAZ LTD (Paper Sack Division)	MURTAZA MEHDI	32304-70426669	03007485625	
14	WHITE PAPER SUITE	ABDUL KADZAR	34302-12500463	03234587092	
15					

M. Asim

9/9/22

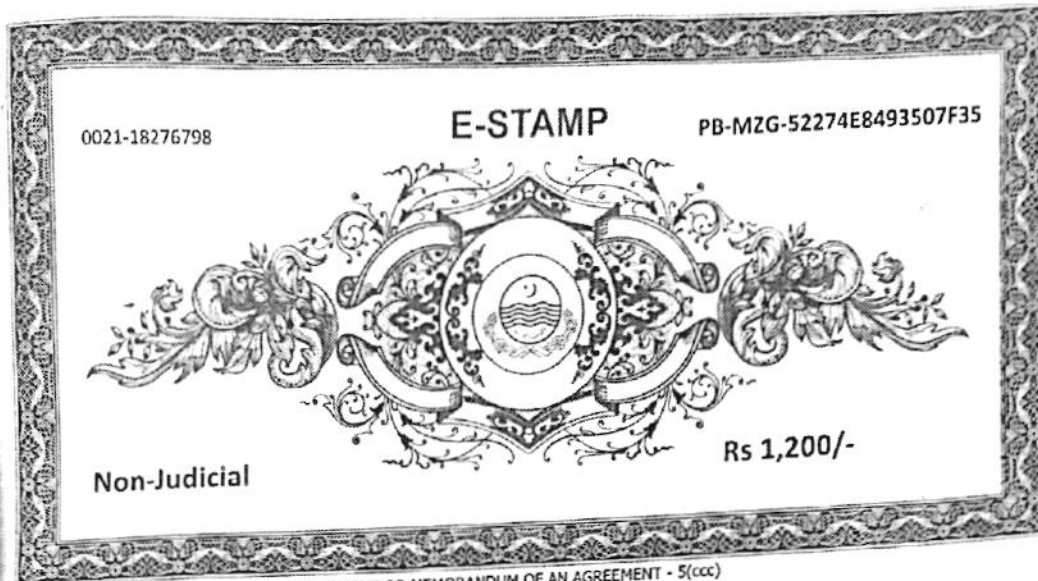
11.2. 18.06.2022

Technical proposal shall consist/includes:-

- 11.2. 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:-
- a. Application/Letter of Intent for participation in tendering process.
 - b. The supplier must have valid experience alongwith proof of satisfactory performance for supply of PP Bags to Public Sector.
 - c. Provide 08 samples of PP Bags as per required specifications for Physical Inspection.
 - d. Provide samples for Laboratory test.
 - e. Firm must attach valid bank statement in original showing financial stability of the firm.
 - f. Copy of Income Tax / Sales Tax Registration.
 - g. Proof of registration as Manufacturer.
 - h. Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.
 - i. Affidavit on Stamp Paper of Rs. 200/- that the firm is not black listed by any Government / Semi Government Department as per Specimen at Annex-B.

- j. Certificate on company's letterhead that the firm would supply minimum **25% of total required quantity for Imported Wheat 2022.**
- k. Noncompliance to the same 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.**

N242728



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: Thal Limited Karachi [32304-2531450-9]
Second Party	: Passco Lahore [03000-0000000-0]
Agent	: Muhammad Salahudin [32304-2531450-9]
Stamp Duty Paid by	: Passco Lahore [03000-0000000-0]
Issue Date	: 02-Aug-2022, 03:20:06 PM
Paid Through Challan	: 202208ECC994A6EA
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

AGREEMENT

This agreement is made on this day of 11-08-2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered office at 11- Kashmir Road Lahore represented by its A/General Manager (Commercial) (hereinafter referred to as the "Buyer" which terms wherever the context so permits includes its successors in interest of the first party).

AND

M/s Thal Limited (Pakistan Papersack Division) (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply 9,175 (15%+/-) PP bales of 50 Kgs capacity bag containing of 1,000 bags in each bale, at the rate of Rs. 51.25 (Rupees Fifty-One & Twenty- Five Paisa only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

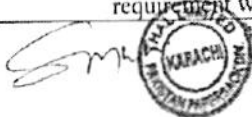
AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

- This agreement comes into force with immediate effect and shall remain operative till 15th January 2023, including 15 days LD (Late delivery) period with charges.
- During the above period, the supplier shall supply 9,175 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.

- Delivery Schedule.** The supplier will have to confirm to the following delivery schedule: -

Period of Supply	Quantity Required (Bales)
01.08.2022 to 31.12.2022 (Minimum 20% of offered quantity per month or as per PASSCO's requirement within given time period)	9,175



DELIVERY POINT. The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated allocations keeping in view the emergent requirement of zones in respect of PP bags.

SPECIFICATIONS Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a. Size Outside width = 59 cm (23") \pm 1.5 cm/0.5 inches
b. Outside Length = 100 cm (39") \pm 1.5 cm/0.5 inches
c. Tape= Denier, 950 \pm 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d. Weave 11 Tape X 11 tape per inch
e. Weight 115 Grams \pm 5%
f. Capacity 50 Kg for wheat grains
g. Colour: Translucent
h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k. Printing. Printing design will be printed on one side of the bag in single Green colour.
l. Printing Ink. Non fading water proof ink should be used.
m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n. Net Weight of each Bale: not less than 115 Kg
o. UV Stabilizer: \geq 0.35%

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that and "50 کلوگرام سے زائد اور 50 کلوگرام سے کم نہیں" in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. Price of Polypropylene Bags

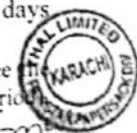
- The seller shall charge Rs. 51.25 (Rupees Fifty-One & Twenty-Five Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs. 12,000,000 vide Banker's Cheque No.09149788 Dated 13.07.2022 with Tender documents. Further security in shape of banking instruments Bank Guarantee deposited by the party amounting to Rs. 11,510,938 vide No HMB/LG/01/12/1500642/2022 dated 04.08.2022 to complete 5% required performance security. This bid Security /performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi.** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace defective/below specification PP bags within three days at the same destination (albeit within the contracted period) failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.



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

12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.

13. **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.

14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.

15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.

16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.

17. 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 of any duty of customs, excise or tax on the goods being imposed, increased, decreased or remitted, the seller shall not be entitled to add the said price, any amount arising out of such imposition or increase.

18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.

19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

20. **FORCE MAJEURE**

20.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance 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 material or any other event leads towards clear negligence of the Firm shall not constitute Force majeure.

20.2 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 in extreme circumstances that may be granted by MD PASSCO on case to case basis.**

20.3 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.

20.4 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.

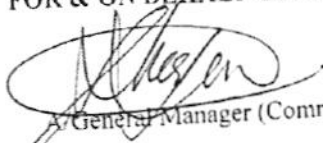




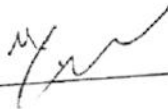
E-STAMP
CONTINUATION SHEET


21. **ARBITRATION:** - In case of any difference or dispute between the parties arising out 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 & Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement.
22. In witness whereof, the parties hereto have affixed their signature at Lahore on the date aforementioned.
23. 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

FOR & ON BEHALF OF BUYER



General Manager (Commercial)

Witnesses


1. 

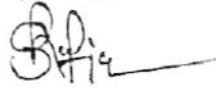
2. 

FOR & ON BEHALF OF SUPPLIER


M/s Thal Limited (Pakistan Paper & Ink Division)




1. S. GHAYOOR ABBAS ZAIDI
(32304-4784264-7)


2. SHAFIA AHMED
(323-4-9990967-5)

0005-18243675

E-STAMP

PB-LHR-CSBB5C5A3F97471F

Non-Judicial

Rs 1,200/-

First Party
Second Party
Agent
Stamp Duty Paid by
Issue Date
Paid Through Challan
Amount in Words

: Starline Poly Packaging Pvt Ltd [42401-8036032-3]
: Pakistan Agricultural Storage And Services Corporation Ltd [10000-0000000-0]
: Hamza [35202-0249454-9]
: Starline Poly Packaging Pvt Ltd [42401-8036032-3]
: 01-Aug-2022, 10:12:15 AM
: 2022CE011EC099BD
: One Thousand Two Hundred Rupees Only

Please Write Below This Line
AGREEMENT

This agreement is made on this day of 1st August, 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered office at 11- Kashmir Road Lahore represented by its A/General Manager (Commercial) (hereinafter referred to as the "Buyer" which terms wherever the context so permits includes its successors in interest of the first party).

AND

M/s Starline Poly Packaging (Pvt) Limited, 12 -Ahmed Block New Garden Town Lahore (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply 9,175 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51.25 (Rupees Fifty One & Twenty Five Paisa only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

1. This agreement comes into force with immediate effect and shall remain operative till 15th January 2023, including 15 days LD (Late delivery) period with charges.
2. During the above period, the supplier shall supply 9,175 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.
3. **Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

Delivery Schedule	Bales
01.08.2022 to 31.12.2022 (Minimum 20% of offered quantity per month or as per PASSCO's requirement within given time period).	9,175

4. **DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communication and conditions keeping in view the emergent requirement of zones in respect of PP bags.

17/12/2022




5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-
Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a.	Size Outside width = 59 cm (23") \pm 1.5 cm/0.5 inches
b.	Outside Length = 100 cm (39") \pm 1.5 cm/0.5 inches
c.	Tape= Denier, 950 \pm 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d.	Weave 11 Tape X 11 tape per inch
e.	Weight 115 Grams \pm 5%
f.	Capacity 50 Kg for wheat grains
g.	Colour: Translucent
h.	Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i.	Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j.	Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k.	Printing. Printing design will be printed on one side of the bag in single Green colour.
l.	Printing Ink. Non fading water proof ink should be used.
m.	Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n.	Net Weight of each Bale: not less than 115 Kg
o.	UV Stabilizer: \geq 0.35

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ برقی نہ کریں۔ and 50 کلوگرام سے زیادہ برقی نہ کریں۔ in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

- The seller shall charge Rs.51.25 (Rupees Fifty One & Twenty Five Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs 12,000,000/- vide Banker's Cheque No. 09592052 Dated 15.07.2022 with Tender documents. Further remaining security in shape of Pay order vide NO.09592091 dated 01.08.2022 deposited by the party amounting to Rs. 11,510,938/- for completion of 5% performance Guarantee. This performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi.** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.

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



12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.

13. **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.

14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.

15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.

16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.

17. 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 of any duty of customs, excise or tax on the goods being imposed, increased, decreased or remitted, the seller shall not be entitled to add the said price, any amount arising out of such imposition or increase.

18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.

19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

20. **FORCE MAJEURE**

20.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance 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 material or any other event leads towards clear negligence of the Firm shall not constitute Force majeure.

20.2 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 in extreme circumstances that may be granted by MD PASSCO on case to case basis.**

20.3 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.

20.4 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.

21



ARBITRATION: - In case of any difference or dispute between the parties arising out 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 & Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement.

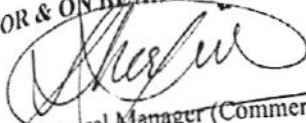


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CONTINUATION SHEET

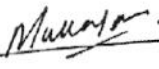
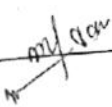
In witness whereof, the parties hereto have affixed their signature at Lahore on the date
aforementioned.

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.

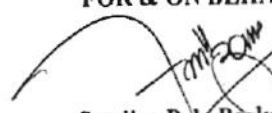

FOR & ON BEHALF OF BUYER




A/General Manager (Commercial)

Witnesses

1. 
2. 

FOR & ON BEHALF OF SUPPLIER



Starline Poly Packaging (Pvt) Limited
12-Ahmed Block New Garden Town Lahore

1. 
2. 

E-STAMP



PB-LHR-88521640EEB710E1

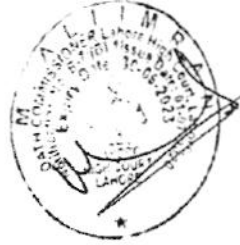
Low Denomination

Rs 200/-



1157
ABOUL EAST STAMP VENDOR
LIC. N.P. 769

Description: AFFIDAVIT - 4
Applicant: Starline Poly Packaging Pvt Ltd (42401-6036032-3)
Representative From: Farooq Azam
Address: Lahore
Issue Date: 3-Aug-2022 10:27:55 AM
Delisted On/Validity: 10-Aug-2022
Amount in Words: Two Hundred Rupees Only
Reason: Declaration To PASSCO
Vendor Information: Abdul Basit | PB-LHR-769 | Mozang Road



نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔

DECLARATION BY SELLER

22. We M/s Starline Poly Packaging (Pvt) Limited -, 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.

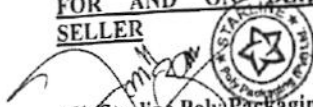
23. Without limiting the generality of the foregoing, we M/s Starline Poly Packaging (Pvt) Limited represent and warrant that it has fully declared the brokerage, commission, fees etc paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside 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 hereto.

24. We M/s Starline Poly Packaging (Pvt) Limited certify that it has made and will make full 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.

25. We M/s Starline Poly Packaging (Pvt) Limited, accept 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 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF
SELLER

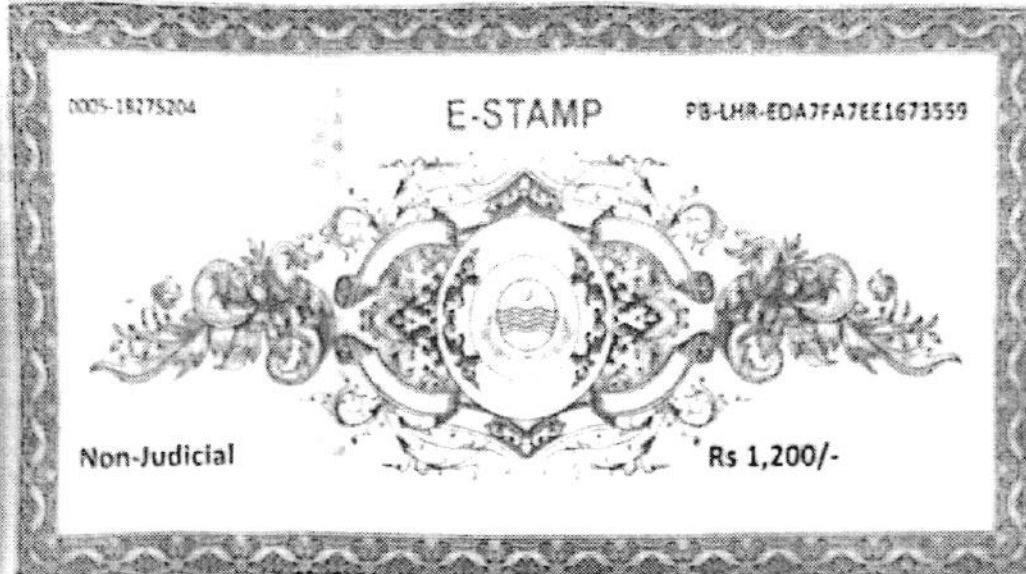


M/s Starline Poly Packaging (Pvt) Limited
12-Ahmed Block New Garden
Town Lahore

Witnesses

1. _____
2. _____

ATTESTED
M. ALI IMRAN
OATH COMMISSIONER
Lahore High Court
Notary No. 107/2022
Date: 03/08/2022



First Party	: MAYANI POLY PACKAGES PVT LTD [10000-0000000-0]
Second Party	: PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LTD [10000-0000000-0]
Agent	: Hamza [35202-0249454-9]
Stamp Duty Paid by	: MAYANI POLY PACKAGES PVT LTD [10000-0000000-0]
Issue Date	: 02-Aug-2022, 02:35:41 PM
Paid Through Chalan	: 2022E4FF4CF76870
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line
AGREEMENT

This agreement is made on this day of **11th August, 2022** at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered office at 11- Kashmir Road Lahore represented by its A/General Manager (Commercial) (hereinafter referred to as the "Buyer" which terms wherever the context so permits includes its successors in interest of the first party).

AND

M/s Mayni Poly Packages (Pvt) Limited, C-29-C Sunsit Lane-5 Phase-2 DHA Karachi, (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply **13,500 PP bales** of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of **Rs.51.25 (Rupees Fifty One & Twenty Five Paisa only)** per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

1. This agreement comes into force with immediate effect and shall remain operative till 15th January 2023, including 15 days LD (Late delivery) period with charges.
2. During the above period, the supplier shall supply **13,500 bales** of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.
3. **Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

Delivery Schedule	Bales
01.08.2022 to 31.12.2022 (Minimum 20% of offered quantity per month or as per PASSCO's requirement within given time period).	13,500

4. **DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated allocations keeping in view the emergent requirement of zones in respect of PP bags.

MM



5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a. Size Outside width = 59 cm (23") ± 1.5 cm/0.5 inches
b. Outside Length = 100 cm (39") ± 1.5 cm/0.5 inches
c. Tape= Denier, 950 ± 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d. Weave 11 Tape X 11 tape per inch
e. Weight 115 Grams ± 5%
f. Capacity 50 Kg for wheat grains
g. Colour: Translucent
h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k. Printing. Printing design will be printed on one side of the bag in single Green colour.
l. Printing Ink. Non fading water proof ink should be used.
m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n. Net Weight of each Bale: not less than 115 Kg
o. UV Stabilizer: ≥ 0.35

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT 2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ بھرتی نہ کریں۔ and کنڈی ست لکھیں۔ in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

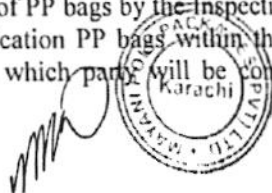
- The seller shall charge Rs.51.25 (Rupees Fifty One & Twenty Five Paisa only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs 14,300,000/- vide Banker's Cheque No. 09968564 & No.08394576 both Dated 15.07.2022 with Tender documents. Further remaining 3% performance guarantee in shape of bank guarantee vide letter of guarantee No.3060PBG000122 dated 02.08.2022 deposited by the party amounting to Rs. 20,293,750/- for completion of 5% performance guarantee. This performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi.** Will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.



11. The supplier may represent, against the decision to the Management of PASSCO within three days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties."
12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.
13. **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.
14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.
15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.
16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.
17. 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 of any duty of customs, excise or tax on the goods being imposed, increased, decreased or remitted, the seller shall not be entitled to add the said price, any amount arising out of such imposition or increase.
18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.
19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.
20. **FORCE MAJEURE**
- 20.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance 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 material or any other event leads towards clear negligence of the Firm shall not constitute Force majeure.
- 20.2 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 in extreme circumstances that may be granted by MD PASSCO on case to case basis.
- 20.3 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.
- 20.4 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.

ARBITRATION: - In case of any difference or dispute between the parties arising out 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 & Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement





E-STAMP
BY DATE

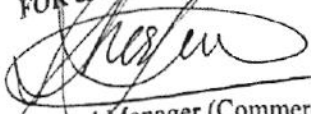
In witness whereof, the parties hereto have affixed their signature at Lahore

22.

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.

23.

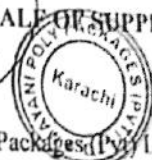
FOR & ON BEHALF OF BUYER


A/General Manager (Commercial)

Witnesses

1. 
2. 

FOR & ON BEHALF OF SUPPLIER


Mayani Poly Packages (Pvt) Limited
C-29-C Sunsit Lane-5 Phase-2 DHA
Karachi.

1. 
2. 

E-STAMP



PB-LHR-D3FAA0683DF8DB25

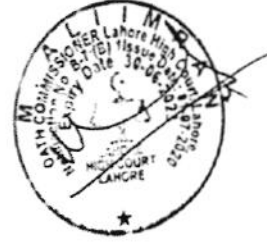
Low Denomination

Rs 200/-



1150
ABDUL BASIT STAMP VENDOR
LIC. No. 789

ID: _____
 Type: _____
 Amount: _____
 Description: AFFIDAVIT - 4
 Applicant: MAYANI POLY PACKAGES PVT LTD[00000-000000-0]
 Representative From: Nil
 Address: Lahore
 Issue Date: 3-Aug-2022 10:25:11 AM
 Deleted On/Validity: 10-Aug-2022
 Amount in Words: Two Hundred Rupees Only
 Reason: Declaration To PASSCO
 Vendor Information: Abdul Basit | PB-LHR-769 | Mozang Road



نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔

DECLARATION BY SELLER

22. We M/s Mayni Poly Packages (Pvt) Limited -, 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.

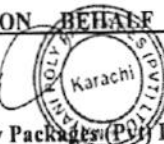
23. Without limiting the generality of the foregoing, we M/s Mayni Poly Packages (Pvt) Limited represent and warrant that it has fully declared the brokerage, commission, fees etc paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside 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 hereto.

24. We M/s Mayni Poly Packages (Pvt) Limited certify that it has made and will make full 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.

25. We M/s Mayni Poly Packages (Pvt) Limited, accept 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 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SELLER



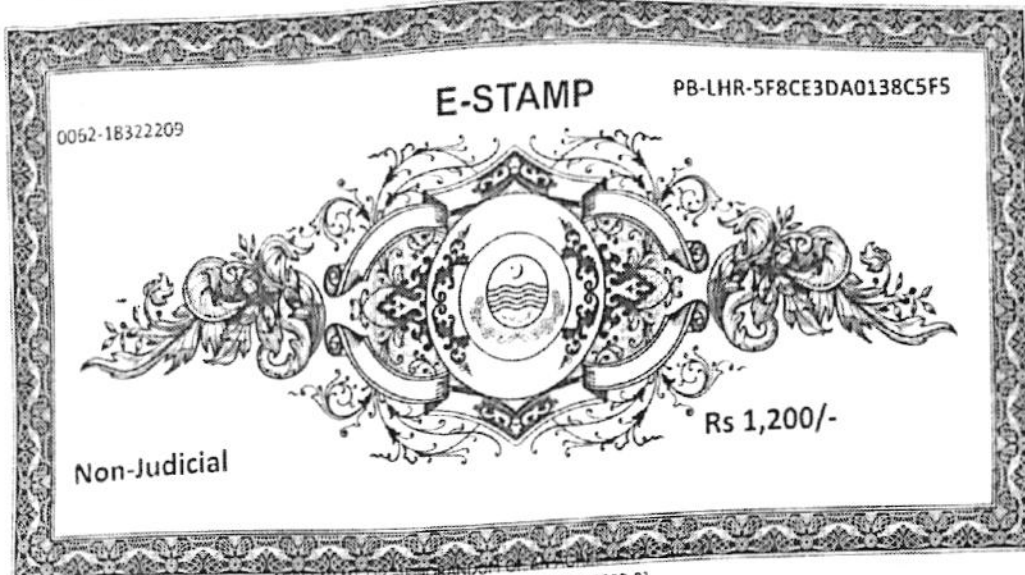
M/s Mayni Poly Packages (Pvt) Limited
C-29-C Sunsit Lane-5 Phase-2
DHA Karachi.

Witnesses

1. _____
2. _____

ATTESTED
M. ALI IMRAN
OATH COMMISSIONER
Lahore High Court, Lahore
Notification No. 82-Genl-8-978
Issue Date: 01-07-2022
Date: 30-08-2022

MS43986



Description : AGREEMENT OR AFFIDAVIT
 First Party : Millennium Industries Pvt Limited [10000-0000000-0]
 Second Party : PASCO [10000-0000000-0]
 Agent : Haseeb Ahmad [35202-8917512-3]
 Stamp Duty Paid by : PASCO [10000-0000000-0]
 Issue Date : 05-Aug-2022, 12:52:51 PM
 Paid Through Challan : 20222205EIA9539C
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line
AGREEMENT

This agreement is made on this day of 11th August, 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered office at 11- Kashmir Road Lahore represented by its A/General Manager (Commercial) (hereinafter referred to as the "Buyer" which terms wherever the context so permits includes its successors in interest of the first party).

AND

M/s Millennium Industries (Pvt) Limited, 4-Noon Avenue New Muslim Town Lahore. (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply 4,850 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51.25 (Rupees Fifty One & Twenty Five Paise only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

1. This agreement comes into force with immediate effect and shall remain operative till 15th January 2023, including 15 days LD (Late delivery) period with charges.
2. During the above period, the supplier shall supply 4,850 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.
3. **Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

Delivery Schedule	Bales
01.08.2022 to 31.12.2022 (Minimum 20% of offered quantity per month or as per PASSCO's requirement within given time period).	4,850

4. **DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated destination keeping in view the emergent requirement of zones in respect of PP bags.



5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a. Size Outside width = 59 cm (23") ± 1.5 cm/0.5 inches
b. Outside Length = 100 cm (39") ± 1.5 cm/0.5 inches
c. Tape= Denier, 950 ± 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d. Weave 11 Tape X 11 tape per inch
e. Weight 115 Grams ± 5%
f. Capacity 50 Kg for wheat grains
g. Colour: Translucent
h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k. Printing. Printing design will be printed on one side of the bag in single Green colour.
l. Printing Ink. Non fading water proof ink should be used.
m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n. Net Weight of each Bale: not less than 115 Kg
o. UV Stabilizer: ≥ 0.35

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ بھرتی نہ کریں۔ and کنڈی ست کا نہیں۔ in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

- The seller shall charge Rs.51.25 (Rupees Fifty One & Twenty Five Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 5% performance guarantee in shape of bank guarantee vide letter of guarantee LG22900100034227 dated 28.07.2022 deposited by the party amounting to Rs. 12,500,000 /- for completion of 5% performance guarantee.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi.** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.

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

2. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.
13. **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.
14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.
15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.
16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.
17. 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 of any duty of customs, excise or tax on the goods being imposed, increased, decreased or remitted, the seller shall not be entitled to add the said price, any amount arising out of such imposition or increase.
18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.
19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.
20. **FORCE MAJEURE**
- 20.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance 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 material or any other event leads towards clear negligence of the Firm shall not constitute Force majeure.
- 20.2 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 in extreme circumstances that may be granted by MD PASSCO on case to case basis.**
- 20.3 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.
- 20.4 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.
21. **ARBITRATION:** - In case of any difference or dispute between the parties arising out 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 & Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement.



E-STAMP
CONTINUATION SHEET

In witness whereof, the parties hereto have affixed their signature at Lahore on the date
aforementioned.

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.

FOR & ON BEHALF OF BUYER

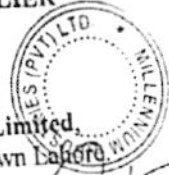
A/General Manager (Commercial)

Witnesses

1. Mulla
2. Mulla

FOR & ON BEHALF OF SUPPLIER

Millennium Industries (Pvt) Limited,
4-Noon Avenue New Muslim Town Lahore



1. MUZZAMMIL NAEEM
2. FAZAL Mahmood Ahmad Butt
Fazal Butt

E-STAMP



PB-LHR-7EDFACED2BE388FC



D :

Low Denomination

Type :

Rs 200/-

Amount :

Description :

AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)

Applicant :

Millennium Industries Private Limited (00000-000000-0)

Representative From :

Authorized

Address :

Lahore

Issue Date :

5-Aug-2022 3:03:06 PM

Delisted On/Validity :

12-Aug-2022

Amount in Words :

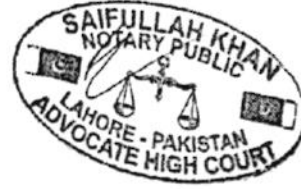
Two Hundred Rupees Only

Reason :

IN FAVOR OF PASCO

Vendor Information :

Ijaz Baig | PB-LHR-151 | Model Town



ATTESTED
SAIFULLAH KHAN
NOTARY PUBLIC
Advocate High Court, Lahore

موز العجاز باغ اسٹامپ فروم
مستند 151

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کمر لیس قابل استعمال ہے۔
DECLARATION BY SELLER

22. We M/s Millennium Industries (Pvt) Limited -, 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.

23. Without limiting the generality of the foregoing, we M/s Millennium Industries (Pvt) Limited 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 hereto.

24. We M/s Millennium Industries (Pvt) Limited certify that it has made and will make full 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.

25. We M/s Millennium Industries (Pvt) Limited, accept 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 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SELLER

M/s Millennium Industries (Pvt) Limited
4-Noon Avenue New Muslim
Town Lahore.



Witnesses

1.

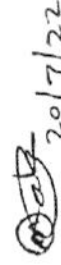
22/8/22

TECHNICAL EVALUATION OF 36,700 BALEFS OF PP BAGS

Sl. No.	Required Documents	KSF Trizone	Margala Packages	Naecm Nadcem Plastic	Thal Limited	White Pearl Limited	Al-Karam Packages	Mithelum Industries	Starline Packages	Pearl Petro	Poly Pack	Mayani Poly	Mian Nazir Sons	Labore Poly	Jillani Poly
1	The Supplier must provide proof of valid experience with public sector entity in shape of agreement and a certificate on letterhead of Public Sector Entity specifying successful completion of the executed agreement.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	Provide 08 sample of PP Bags as per required specification for Physical inspection and laboratory test	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	Firm must attach valid bank statement in original duly stamped by the bank for the period of last 6 months	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4	Copy of Income Tax / Sales Tax Registration Certificate.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5	Proof of registration as Manufacturer.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6	Office detail at Lahore and other cities (if applicable) with phone Numbers / Addresses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7	Affidavit on Stamp Paper of Rs. 200/- or more that the firm is not black listed by any Govt / semi-Govt Deptt. (as per Annexure "B")	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8	Certificate on company's letterhead that the firm would supply minimum 25% of total required quantity for imported wheat crop 2022 (as per Annexure "C").	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9	Lab Test Report	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



Muhammad Jehanzeb Ishaq,
Manager (HR Wing) Member



Muhammad Qadeer,
A/DGM
(F&A Wing) Convener

Muhammad Imran, PI
(Comm Wing) Member