

**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 3600 Litres Delta Methemine for imported wheat 2022.
- TENDER NUMBER TS483030E
- BRIEF DESCRIPTION OF CONTRACT For protection of wheat stock
  
- TENDER VALUE RS. 6,300,000
- ENGINEER'S ESTIMATE —  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 15.12.2022
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Required for protection of imported wheat Yes / No ✓
- ADVERTISEMENT :
  - (i) PPRA Website TS483030E 07/06/2022 Yes / No ✓  
(Federal Agencies) (If yes give date and PPRA's tender number)
  - (ii) News Papers The Nation 30d June, 2022 Yes / No ✓  
No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 21.06.2022 & 07.07.2022 at 1100 hrs
- NATURE OF PURCHASE Local / International ✓
- EXTENSION IN DUE DATE (if any) \_\_\_\_\_ Yes / No ✓

4 pas 022/122 ( 44720 )

➤ NUMBER OF TENDER DOCUMENTS SOLD 03  
(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.

➤ NUMBER OF BIDS RECEIVED 03

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No

➤ WHETHER INTEGRITY PACT WAS SIGNED Yes / No

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

**CONTRACT AWARD PROFORMA – II**

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Public Contracts of Works, Services & Goods.

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF  
OPENING OF BIDS 03 Three

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER ZR Engineering, 24-A NII B-II, college  
Road, Township, Wahse.

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

1<sup>st</sup>

➤ NEED ANALYSIS (Why the procurement was necessary?)

Required for protection  
of imported wheat from  
insects and pests

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

No

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

➤ DATE OF CONTRACT SIGNING 22.07.2022 .  
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE RS. 1750 (Per liter)

➤ 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)

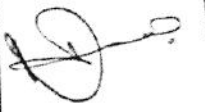
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

➤ SPECIAL CONDITIONS, IF Any (Give Brief Description)

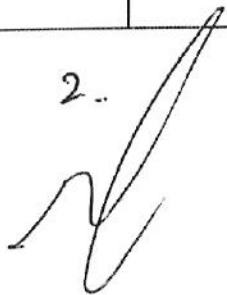
Nil.  
\_\_\_\_\_  
\_\_\_\_\_

ATTENDANCE SHEET  
FINANCIAL PROPOSAL

TENDER REGARDING PURCHASE 3,600 LITERS DELTA METHERINE FOR IMPORTED WHEAT 2022  
DATED 07.07.2022

SR.	NAME OF FIRM	Name of Representative	CNIC	Contact Number	SIGNATURE
1	BIO PHARMA	Abi TAHIR	35202-54481697	0322-7777023	S. Abi TAHIR
2	ZR ENGINEERING	M. HANIN	35201-1205229	0322-2426273	M. HANIN
3	ABUMOURIE	SH. NASIR	35201-14568367	0300 4445911	

1. 

2. 

3. 

4.   
7/7/22

5.   
7/7/22

11.2. Technical proposal shall consist/includes:-

The Tenders / Bids, which meet the following minimum requisite criteria, would be declared eligible. Requisite documents must be attached in respect thereof. Bidders must provide the under mentioned documents:-

- a. Application/letter of Intent for participation in tendering process.
- b. Firms must have valid experience in supplying of "**Delta Metherine (Pesticides)**" to public / private sector organizations.
- c. Provide 2 samples of Delta Metherine as per required specifications for lab test.
- d. Firm must attach valid bank statement in original showing financial stability of the firm.
- e. Copy of Income Tax / Sales Tax Registration.
- f. Fresh Certificate from Manufacturers.
- g. Registration certificate, registered with the Government of Pakistan in terms of agricultural Pesticides Ordinance 1971.
- h. Copy of authorized dealership or distributorship certificate.
- i. Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.
- j. Affidavit on Stamp Paper of Rs. 200/- that the firm is not black listed by any Government / Semi Government Department as per **Specimen at Annex-B.**
- k. Certificate on company's letterhead that the firm would supply **Delta Metherine (Pesticides)**" Imported Wheat 2022. Noncompliance to the same may result in immediate termination of "**Acceptance / Supply Order/Agreement** " leading to forfeiture of earned money / performance security and blacklisting of firm as per **Specimen at Annex-C.**

M/ma



0086-18104749	<b>E-STAMP</b>	PS-LHR-1BFDCF108731BDBF
<b>Non-Judicial</b>		<b>Rs 1,200/-</b>

Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: PASSCO [1000-000000-0]
Second Party	: Z R ENGINEERING [1000-000000-0]
Agent	: Muhammad Ashfaq Aslam [31102-0639514-3]
Stamp Duty Paid by	: Z R ENGINEERING [1000-000000-0]
Issue Date	: 20-Jul-2022, 09:31:33 AM
Paid Through Challan	: 2022176B932B5F71
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

**AGREEMENT**

This agreement is made on 22.7.2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Ltd, having its registered office at 11 Kashmir Road, Lahore through General Manager (Commercial) (hereinafter referred to as "BUYER" which term wherever the context so permits includes its successors in office legal representatives, assigns etc) of the first party.

AND M/S ZR Engineering, 24 Nil College Road, Township Lahore referred to as "SELLER" which terms wherever the context so permits includes its successors in office, legal representative and assigns etc) of the second party.

WHEREAS the seller has offered to supply 3,600 liters Delta Methrine 2.5% EC Rs. 1,750/- (Rupees One Thousand Seven Hundred & Fifty Only) per liter on delivered basis at PASSCO Godowns Khanewal.

WHEREAS the Buyer has agreed to buy 3,600 liters Delta Methrine 2.5% EC Delta Methrine at the above rate subject to terms and conditions contained hereunder:

1. This Agreement will come into force with immediate effect and shall remain operative till-30.12.2022 including LD period.
2. The Seller shall supply 3,600 litres Delta Methrine 2.5% EC fresh stock of the given specifications @ Rs.1,750/- (Rupees One Thousand Seven Hundred & Fifty Only) per litre on delivered basis inclusive of all taxes, duties & charges etc at PASSCO Godowns Khanewal. Unloading charges at the destination will be borne by the Supplier as per schedule given below.

Upto 15.08.2022	= 1,600 Litres
Upto 15.12.2022	= 2,000 Litres

**Total:** = 3,600 Litres

**SPECIFICATIONS:**

3. The material shall consist essentially of Delta Methrine as active ingredient 20% approved formula/specification by the Plant Protection Institute, Faisalabad Government Punjab.



4. **Shelf life:** The Shelf life of the store should not be less than Twenty Months from the date of delivery of consignment.

5. **Packing:** Pesticide (Delta Methrine) will be properly packed in firmly sealed and leak proof cases/cartons of one liter pack. Alternatively, manufacturer standard packing shall also be acceptable. Expiry date of Delta Methrine should be printed on the label as per Agricultural Pesticides Ordinance, 1971.

6. The Seller has deposited Financial instruments Rs. 140,000/- vide BC NO. 00347836 Dated 20.06.2022. Further 3% performance guarantee in shape of bank guarantee deposited by the party amounting to Rs. 175,000/- vide letter of guarantee No. 1315/LG/PB/CPUN/205/22 dated 20.07.2022 as Security at the rate of 5% of the contract value. Security amount will be released after successful completion of the Agreement.

#### **INSPECTION/TEST**

7. Inspection of goods will be carried out by a Committee constituted by Commercial Wing PASSCO and rep of supplier within 3 days on receipt who will visually ascertain the general condition of the containers date of manufacture & expiry date of the product. If the bottles/packing materials are fit/OK (airtight) then the Committee will draw one representative sample from each batch and will be got tested from any Government laboratory as the buyer may deem fit. Lab test report should be communicated to AGM (Commercial) immediately. Lab test charges will be borne by the Seller. If stocks through visual inspection are not found according to the standard/specifications as laid in the contract, the Convener Committee will inform the supplier as well as GM (Commercial) of the observations of visual inspection. If the visual inspection report is negative, the stocks will not be accepted. The stock will only be accepted in case both the visual inspection report as well as Lab test reports are found fit/ ok.

8. Payment will be made within 15 days of the date of receipt of the bill duly supported by original Goods Receipt Advice (pink colour GRA), inspection report, laboratory test report and Commercial invoice along with sales tax invoice.

9. Supplier will be required to replace the stocks found below specifications without any compensation at the same destination within the delivery period/schedule.

10. In case of Late Delivery (LD), PASSCO will be entitled to compensation for loss and will charge LD charges at the rate of 2% of the cost of Delta Methrine for delay of 10 days. Thereafter the contract may be rescinded.

11. In case the supplier sells the goods on lower rate than PASSCO contracted rates to any other agency during the currency of agreement, the lesser/reduced rates i.e. difference of price will be paid by the supplier to PASSCO.

12. In case supplier fails to deliver the agreed quantity of Delta Methrine or part thereof beyond 10 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement, forfeit security deposited. Additionally PASSCO may purchase defaulted quantity of Delta Methrine at risk and cost basis, in that case, extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending bills, payments, dues/security or through legal re-course.

13. Save as provided hereinabove, in case of violation of any term or condition of this agreement, on the part of seller the buyer may confiscate the performance money/security and procure the consignment or part thereof at the risk and cost of the seller.

14. 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 leaving of any duty or tax on the goods is imposed, increased, decreased or remitted, the Seller shall not be entitled to add to the said price any amount arising out of such imposition or increase

15. If violation any term & condition by second party of this agreement it is the sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

#### **FORCE MAJEURE**

16.1 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.





16.2 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.**

16.3 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.

16.4 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.

17. **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.

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

19. Terms and conditions of tender notice and tender documents will also be the part of this agreement.

20. 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 AND ON BEHALF OF BUYER

FOR AND ON BEHALF OF SELLER

General Manager (Commercial)

M/S ZR Engineering, 24 Nil College Road  
Town ship Lahore

Witnesses

1. Muhammad  
2. Muhammad

Witnesses

1. Rehman  
2. Muhammad

Subject: **TECHNICAL EVALUATION REGARDING PURCHASE OF 3,600 LITERS DELTA METHERINE.**

The committee was constituted by Commercial Wing vide Office order No.1261 dated 16.06.2022 comprising the following officers/Official to evaluate, analyze, examine & check suitability of technical proposals submitted by the parties in accordance with requirements/criteria mentioned in tender documents for Delta Metherine.

Sr.No.	Name & Designation	Status
a.	Muhammad Ayub, PM, Inspection Wing	Convener
b.	Muhammad Yaseen, DPM Field Wing	Member
c.	Muhammad Fawad, API CommWing	Member


2. The technical committee was assigned task in accordance with following requirements/criteria set forth for **DELTA METHERINE..**

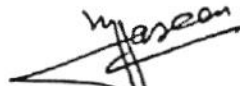
Technical evaluation detail is as under:-


Sr. No.	Required Documents	Status Of Required Documents		
		ZR Engineering	Bio Pharma	Agrimore
1	Application/letter of Intent for participation in tendering process.	Provided	Provided	Provided
2	The supplier must have valid experience alongwith proof of satisfactory performance for supply Delta Metherine to Public Sector.	Provided	Not Provided	provided
3	Provide 2 samples of Delta Metherine as per required specifications for lab test.	Provided	Provided	Provided
4	Firm must attach valid bank statement in original showing financial stability of the firm	Provided	Provided	Provided
5	Copy of Income Tax / Sales Tax Registration.	Provided	Provided	Provided
6	Fresh certificate from manufacturer	Provided	Provided	Provided
7	Registration certificate, registered with the Government of Pakistan in terms of agricultural Pesticides Ordinance 1971.	Provided	Provided	Provided
8	Copy of authorized dealership or distributorship.	Provided	Provided	Provided
	Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.	Provided	Provided	Provided
10	Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any Government / Semi Government Department as per Specimen at Annex-B.	Provided	Provided	Provided
11	Certificate/undertaking that the firm would supply Delta Metherine (Pesticides) For Wheat Crop 2021. 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.	Provided	Provided	Provided
12	Test results from PCSIR regarding requirement i-e 2.5%EC	as per specification	as per specification	as per specification

The committee technically evaluated and analyzed the documents and samples provided by the above mentioned parties were sent to laboratory PCSIR for testing dated 30/06/2022 and reports received from PCSIR were found as per specifications of all the participated parties. Out of three (03) parties participated in the tendering process two (02) parties ZR Engineering and AGRIMORE provided all the desired requirements in all aspects of tendering process. The third party named BIO PHARMA provide the same as desired but was unable to provide the experience alongwith proof of satisfactory performance for supply Delta Metherine to Public Sector.

Submitted for kind perusal please.

  
Mr. Muhammad Fawad Butt  
API Comm Wing  
Member

  
Mr. Muhammad Yaseen  
DPM Field Wing  
Member

  
Muhammad Ayub  
PM, Inspection Wing  
Convener