

**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 45200 Aluminium Phosphide Tablet for imported wheat 2022
- TENDER NUMBER TS483025E
- BRIEF DESCRIPTION OF CONTRACT For protection of wheat from
Rodents, insects and Pests
- TENDER VALUE 114,130,000
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 15.12.2022
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? Planned for imported wheat Yes / No
- ADVERTISEMENT :
- (i) PPRA Website TS483025E 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) 21.06.22 & 07.07.2022 at 1130 hours.
- NATURE OF PURCHASE _____ Local / International
- EXTENSION IN DUE DATE (If any) _____ Yes / No

5 pas 0221122 - ✓ M409

➤ 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. NO.

➤ 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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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
Z.R Engineering, 24 Nil, B11, College
Road, Township, Lahore.

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

➤ NEED ANALYSIS (Why the procurement was necessary?)
For protection of wheat stock

➤ 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 22.07.2022
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE 2525/kg

➤ 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
FINANCIAL PROPOSAL

TENDER REGARDING PURCHASE OF 45,200 KGS A.P. TABLETS FOR IMPORTED WHEAT 2022
DATED 07.07.2022

SR.	NAME OF FIRM	Name of Representative	CNIC	Contact Number	SIGNATURE
1	BIO PHARMA	ARTHAIR	35202-5481697	0322-7772023	
2	ZIZ BIO PHARMA	ASHWIN	35201-1205203	822240080	
3	MOLMORIS	SHANSHIR	35201-1456867	0322-440590	

1. 

2. 

3. 

4. 

5. 

7/7/22

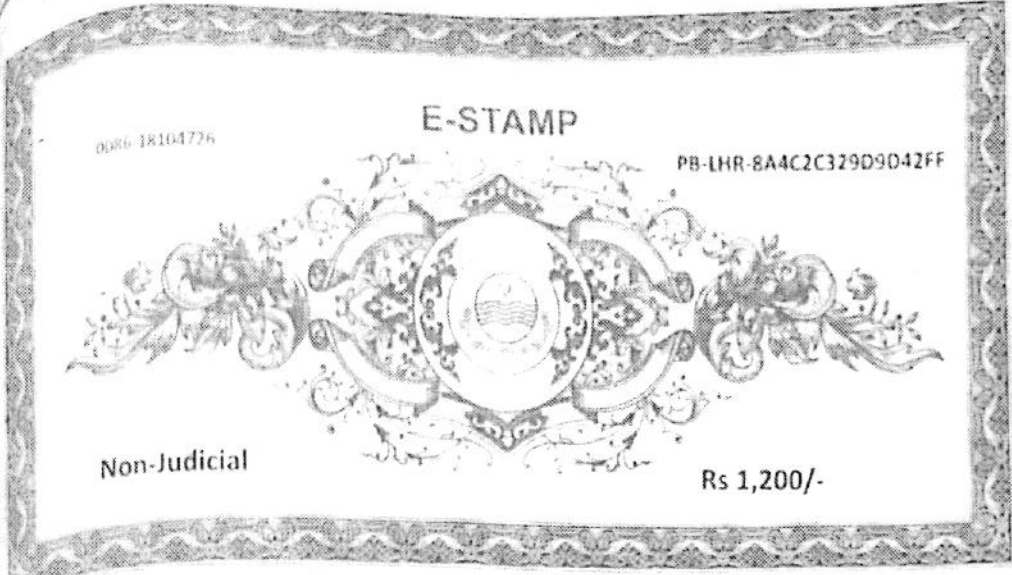
Technical proposal shall consist/includes:-

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

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

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

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



00RG 18104726

E-STAMP

PB-LHR-8A4C2C329D9D42FF

Non-Judicial

Rs 1,200/-

Doc. No.
Doc. Date
Doc. Party
Agent
Stamp Fee, Paid By
Issue Date
Paid Through Challan
Amount in Words

AGREEMENT OR MEMORANDUM OF AN AGREEMENT - S(ccc)
PASSCO [10000 0000000-0]
Z R ENGINEERING [10000-0000000-0]
Muhammad Asfaq Aslam (31102-0639514-3)
Z R ENGINEERING [10000 0000000-0]
20-Jul-2022, 09:32:33 AM
20227D5A2A297CBA
One Thousand Two Hundred Rupees Only

AGREEMENT

This agreement is made on 29.07.2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, 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-Bil, College Road, Township Lahore, referred to as "SELLER" which term 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 **45,200 Kgs Aluminum Phosphide Tablets** on discretion of PASSCO @ **Rs.2,525/-(Rupees Two Thousand Five Hundred Twenty Five Only)** per Kg on delivered basis at PASSCO Godowns Khanewal, 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. During above period the Seller shall supply **45,200 Kgs Aluminum Phosphide Tablets** (fresh stock) on discretion of PASSCO of the given specifications @ **Rs.2,525/-(Rupees Two Thousand Five Hundred Twenty Five Only)** per Kg on delivered basis **inclusive of all taxes, duties & charges** etc. at PASSCO Godowns Khanewal upto **15.12.2022**. Unloading charges at the destination will be borne by the Supplier. Schedule given below:-

Upto 10.08.2022	-	12,500 Kgs
Upto 15.12.2022	-	32,700 Kgs
Total	-	45,200 Kgs

SPECIFICATIONS:

3. Aluminum Phosphide Tablets shall mainly be composed of extra pure finely ground Aluminum Phosphide together with a compound, which shall be added to prevent self-combustion. Each tablet shall possess the following characteristics. The material shall consist essentially of Aluminum Phosphide as active ingredient with suitable fire retardant and binding material and shall be in the form of tablets:-

a.	Aluminum Phosphide content by weight JAOAO 26.559 (1943). Aluminum Phosphide must be free from PB, CD & AS.	Min: 56%
b.	Inert substances as Hydro phonic and fire retardant agents and tablets aids.	Max: 44%
c.	Total release of PH3	Gas: 33%
d.	Tablets shall start evolving PH3 gas at least 30 minutes after tablets have been unpacked.	
e.	Weight of Tablet	3 Grams



1	Evolving of PH ₃ gas shall stop after 120 hours of un-packing of tablets. Ash must be free of Pb, Cd & As
2	Tablets when exposed to atmospheric humidity and temperature shall not show any evidence of spontaneous combustion. The composition of the tablets shall include a suitable fire-retarding agent
3	The tablets must be resistant against abrasion and shall not be in a broken condition when un-packed

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:** The tablets shall be packed in tins containing 333/500 tablets each and 20/14 bottles/bags shall be packed in one carton. Each bottle shall be stoppered with air-tight non-reactive plastic stoppers and packed in one heavy overseas carton with heavy polythene liners. Alternatively manufacturer standard packing shall also be accepted.

6. The Seller has deposited Financial instruments Rs.2,360,000/- vide BC No. 00347835 dated 20.06.2022, and Rs. 50,000/- vide BC No.00347837 dated 21.06.2022. Further 3% performance security amounting to to Rs. 3,296,500/- vide BC No.03744339 dated 20.07.2022 for completion of 5% performance security of the contract value. The same will be refunded on successful supply of contracted quantity.

INSPECTION / TEST.

7. Inspection of goods will be carried out by a committee constituted by Commercial Wing PASSCO and Representative of supplier within 3 days on receipt who will ascertain the general condition of the containers. If the bottles/packing material is fit/OK (airtight) tablets are not in broken condition/without ash then the board 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 to be communicated to GM (Commercial) immediately. Lab test charges will be borne by the Seller.** If stocks through visual inspection are not found according to the standard/specifications as laid in the contract the Convener Committee will inform the supplier as well as to GM (Commercial) of the observation of visual inspection. If the visual inspection report is negative, the stocks will not be accepted. The stock will only be accepted in case the visual inspection report as well as Lab test reports are found fit/ok.

8. 100% payment will be made within 15 days of the date of receipt of the bill duly supported by original goods receipt advice (pink colour), inspection report, laboratory test report and 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, PASSCO will charge Late Delivery (LD) charges at the rate of 2% of the cost of A P Tablets for the delay of each 10 days or part thereof provided they are delivered within 20 days of the last date of delivery as laid down in the schedule.

11. In case the supplier sells the goods on lower rates 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 Aluminum Phosphide Tablets or part thereof beyond 20 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement, forfeit security deposited. Additionally PASSCO may purchase defaulted quantity of A P Tablets at risk and cost basis, in that case, extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending bills, payments and dues/security or through legal re-course.

13. Say as provided herein-above 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 second party (Seller) violates any terms & condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

16. 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.



E-STAMP
CONTINUATION SHEET

- 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. Terms & conditions of Tender Notice & Tender documents is also part of this agreement.
19. In witness whereof, the parties hereto have affixed their signature at Lahore on the date aforementioned.
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

A/General Manager (Commercial)

M/s M/s ZR Engineering 24 NII-BII, College Road, Township Lahore

Witnesses

1.

2.

Witnesses

1.

2.

Subject: PURCHASE OF 45,200 KGS ALUMINIUM PHOSPHIDE TABLETS.

The committee constituted by Commercial Wing vide letter No. 1261 dated 16.06.2022 comprising the following officers/Official. Technical committee was constituted to evaluate, analyze, examine & check the suitability of technical proposals.


Sr#	Name & Designation	Status
a.	Muhammad Ayub , PM, Inspection Wing	Convener
b.	Muhammad Yasee, DPM,(Field Wing)	Member
c.	Muhammad Fawad, API ,CommWing	Member

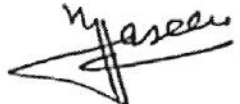
2. The technical committee was assigned the task in accordance with following requirements/criteria set forth for **ALUMINIUM PHOSPHIDE TABLETS**.
Technical checklist is as under.


Sr. No.	Required Documents	Status Of Required Documents		
		ZR Engineering	Agrimore	Bio Pharma
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 A.P.Tablets to Public Sector.	Provided	Provided	Not Provided
3	Provide 2 samples of A.P.Tablets as per required specifications for Laboratory 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 Manufacturers.	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 or manufacturers firms certificate.	Provided	Provided	Provided
9	Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.	Provided	Provided	Provided
10	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 .	Provided	Provided	Provided
11	Certificate on company's letterhead that the firm would supply Aluminum Phosphide Tablets For Wheat Crop 2021. Non-compliance 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 result from PCSIR regarding requirement of at least 56% active ingredient.	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 **valid experience in supplying of "Aluminum Phosphide Tablets" to public sector organizations"**.

Submitted for perusal please.


Mr. Muhammad Fawad Butt
API Comm Wing
Member


Mr. Muhammad Yaseen
DPM Field Wing
Member


Muhammad Ayub
PM ,Inspection Wing Convener