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
خز	TITLE OF CONTRACT 4300 Grunji Kits For imported what 2022.
×	TENDER NUMBER TS483032E
A	BRIEF DESCRIPTION OF CONTRACT Fox protection of
	wheat stock
	RC 1 013 779 700
×	TENDER VALUE RS. 1,013,879,800
A	ENGINEER'S ESTIMATE
	(for civil Works only)
>	ESTIMATED COMPLETION PERIOD 15-12-2-22
A	PROCUREMENT PLAN? Required of Imported west Yes / No
7	ADVERTISEMENT:
	(i) PPRA Website TS483032E 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!
	(If yes give names of newspapers and dates)
×	TENDER OPENED ON (DATE & TIME) 21-06-22 & 27-06-22 at 1100 hours
×	NATURE OF PURCHASELocal / International
A	EXTENSION IN DUE DATE (If any) Yes / No

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M469

A	NUMBER OF TENDER DOCUMENTS SOLD 03 (Attach list of Buyers)
A	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.
A	NUMBER OF BIDS RECEIVED 03
	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.

A	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Three
>	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
A	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).
7	NEED ANALYSIS (Why the procurement was necessary?) Required for storage of Imported wheat and protection from weather environment.
Þ	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)
	Nill

2	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WE	RE READ
	OUT AT THE TIME OF OPENING OF BIDS	Yes / No
	DATE OF CONTRACT SIGNING 13.07.2022 (Attach a copy of agreement)	,
2	CONTRACT AWARD PRICE RS. 235,786.00 T	Per Kit
A	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach copy of the bid evaluation report)	Yes / No
>	ANY COMPLAINTS RECEIVED (If yes result thereof)	_Yes / No
>	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (If yes give details)	_Yes / No
A	DEVIATION FROM QUALIFICATION CRITERIA(If yes give details)	_Yes / No
>	SPECIAL CONDITIONS, IF Any (Give Brief Description)	

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

ATTENDANCE SHEET TECHNICAL PROPOSAL

TENDER REGARDING PURCHASE OF 4,300 GUNJI KITS FOR IMPORTED WHEAT 2022 DATED 21.06.2022

sR.	NAME OF FIRM	Name of Representative	CNIC	Contact Number	SIGNATURE
1	BUU Iude. KSF Trizone Ind	Sojiel Mehmend	352=285408491 35201-1567985-3	0301 9402-141 6334-4858888	1
	Shalid Enterprises	M. Ahmad Khan	35401-7378278-5	0300 0800 453	1

1. 2/ 3. 4. 5. A M M

11.2. Technical proposal shall consist/includes:-

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

a. Application/letter of Intent for participation in tendering process.

b. The supplier must have valid experience alongwith proof of satisfactory performance for supply of Gunji Kits to Public Sector.

c. Provide 2 samples of 4x1 meter of Gunji Kit Piece as per required specifications

for lab test as per Annex "A".

d. Firm must attach valid bank statement in original showing financial stability of the firm.

e. Copy of Income Tax / Sales Tax Registration.

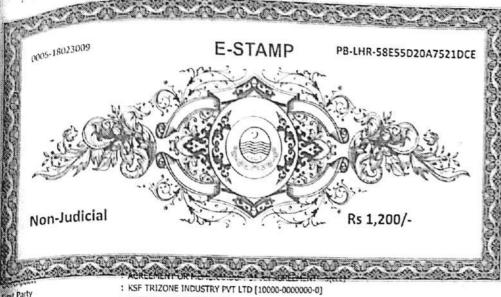
Copy of authorized dealership or distributorship or manufacturers firms certificate.

Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.

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

Certificate on company's letterhead that the firm would supply of 4,300 Gunji Kits for Imported Wheat 2022.

F



First Party

Second Party

: PASSCO [10000-0000000-0] : AHMAD [35201-1641501-3]

Stamp Duty Paid by Issue Date

: PASSCO [10000-0000000-0] : 07-Jul-2022, 02:27:16 PM : 2022D62AC3AB3F13

Paid Through Challan Amount in Words

: One Thousand Two Hundred Rupees Only

AGREEMENT

This Agreement is made this day of 13.07.2022 at Lahore between M/s KSF Trizone Industries, Lahore (hereinafter referred to as supplier which terms wherever the context so permits includes its successors in interest on the first party).

M/S Pakistan agricultural storage & services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with office at 11 - Kashmir Road Lahore represented by it's A/General Manager (Commercial) (hereinafter referred to as the 'Buyer' which terms wherever the context so permits includes its successors in interest on the second party).

NOW THEREFORE, THIS AGREEMENT WITNESSES

This agreement shall come into force with immediate effect and shall remain operative till 30.12.2022 (including 15 days of LD period).

During the above period the supplier shall supply 4,300 Gunji Kits Woven High Density Polyethylene Stack Packages (Gunji Kits) in accordance with the specifications as given in para-3 below and the delivery schedule as given in succeeding Para.

3. Specifications.

a.	Material (virgin Polyet	hylene)		
		ity Polyethylene (HDPE) ic laminated on both sides with LDPE	coating.	
b.	UV Resistance (24 Hrs)		Danier	
C.	Density	Fabric Density, Minimum 1200	Warp: 160 Kgf	
		10 cm x 20 cm	Weft: 120 Kgf	
d.	Breaking Strength.	5cm x 20 cm	Warp: 80 Kgf Weft: 60 Kgf	
e.	Weight of Fabric	250 g/m ² ± 5% (however, value higher than +5% is acceptable).		
f.	Tear Strength			
Minimum 100 Newton under ISO 13937				
g.	Welding	- Liv tongila	strength in west in los of	
	Minimum resistance is 8	10% of the original tarpaulin tensile		

ECK PHYSICAL Width		
28 feet ± 3% One Side	Length 59 Foot 1200	Height
Wall Height:	58 Feet ± 3% One Side	20 East
Colour	8 feet With Mud I	Flap
 White Sun Reflective Band Colour Grey Inner side of Gunji Kit will Strengthen the Flap of Gur 	be Green iji Kit and an additional Flap bar will	

igh Density Polyethylene Stack Packages (Gunji Kits) offered for supply shall essentially stencil/print the following:

Name of supplier/firm on which he participated in the tender.

"PASSCO 2022" will be stencilled on all Corners of every Kit. b.

Woven High Density Polyethylene Stack Packages (Gunji Kits) to be supplied will be strictly adhered to above-mentioned specifications otherwise tendered lots will be rejected.

Inspection

- The supplier will give call for inspection of Gunji kits and PASSCO Inspection Committee constituted by Commercial Wing will inspect the Gunji kits and also obtain two samples 4' x 1' meter from each lot. One sample from each lot will be sent to any Government laboratory for test purpose by the Convener Inspection Committee, (Lab test charges will be borne by the seller). The other sample will be retained for reference. The supplier will provide an empty store where the inspected gunji kits will be stored and kept sealed by the Committee. On receipt of positive results from the lab, the said gunji kits will be despatched under intimation to Commercial Wing.
- At the destinations, Zonal Heads shall arrange inspection of the consignment and b. submit report of torn/damaged and undersized gunji kits, within Seven days of receipt. If, the gunji kits will found defective, the same should be kept stored/stacked separately and not spread over gunjies till their replacement. If report is not received within one week, it will be taken that gunji kits are according to the specifications.
- In case, the gunji kits are not found according to the specifications as per Annexure-A, Convener Inspection Committee will inform the supplier within two (2) working days in writing after the receipt of inspection report and lab test reports under intimation to General Manager (Commercial).
- In case of any query and deviation found in any Gunji Kit Inspection committee will d. inform /bring that abnormally observed to Commercial Wing immediately otherwise at later stage committee will be responsible. However committee will inspect physical specifications mentioned in Annex-A.

7. Delivery

The supplier will complete the supply of 4,300 Woven High Density Polyethylene Stack Packages (Gunji Kits) as per below mentioned schedule:-

a. Upto 15.08.2022

= 550 Nos

b. Upto 15.12.2022

= 3750 Nos (as per requirement within given period)

E

- 8. <u>Destinations</u> The buyer shall indicate from time to time to the supplier the destinations wherein new Woven High Density Polyethylene Stack Packages (Gunji Kits) are to be delivered and quantity of Woven High Density Polyethylene Stack Packages (Gunji Kits) to be supplied at each such destination. The supplier shall be responsible where so intimated to deliver the required quantity of Woven High Density Polyethylene Stack Packages (Gunji Kits) at the destinations within Pakistan. The supplier will be responsible for safe delivery, (both quality and quantity) of new/approved Woven High Density Polyethylene Stack Packages (Gunji Kits) till their receipt at PASSCO destinations. The supplier will be responsible for repair/replacement of torn-out or defective Gunji kits for a period of two year i.e. during usage.
 - 9. Late Delivery.
 - In case of Late Delivery (LD), PASSCO will be entitled to be compensated for loss and will charge LD charges at the rate of 2% of the cost of delayed stock of Woven High Density Polyethylene Stack Packages (Gunji Kits) for delay of 15 days from last date of delivery. In case, Woven High Density Polyethylene Stack Packages (Gunji Kits) are not delivered within 15 days of the last delivery date, PASSCO may rescind the agreement and proceed as per para 10 below.

ordinarily, no modification/extension in the delivery schedule shall be allowed beyond the period of 15 days with LD (clause-10). However, in exceptional circumstances extension/modification in the delivery schedule may be allowed by the MD on specific written request of the supplier with or without LD charges. However, the decision of the MD will be final and binding on both the parties.

10. Failure to Deliver. In case, contractor fails to deliver the agreed quantity of Woven High Density Polyethylene Packages (Gunji Kits) or part thereof beyond 15 (fifteen) days of the final delivery date, Stack Package of the final delivery date, passed in the defaulted quantity of Woven High Density Believed. Additionally PASSCO may PASSE the defaulted quantity of Woven High Density Polyethylene Stack Packages (Gunji Kits) at purchase Supplier's risk & cost and in that case extra expenses incurred by PASSCO shall be recoverable the supplier either from pending payments, dues, security or through legal recourse.

The supplier shall charge Rs.235,786/- (Rupees Two Hundred Thirty Five Thousand Seven Hundred & Eighty Six Only) per new Gunji Kit including all taxes/charges, such as Sales Tax, Duties, Levies, Octroi, Loading, Transportation and Unloading charges at the destination.

In case the supplier sells the goods of the same specifications on the 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.

13. Payment.

Payment will be made by F&A Wing within 15 days on production of following documents: -

a.

Inspection Report (original). b.

Laboratory Test Report duly verified by the Inspection Board. c.

d. Goods Receipt Advices (GRA) Pink Colour.

Copy Allocation letter c.

Sales Tax Invoices.

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 to the said price any amount arising out of such imposition or increase.

15. Security Refund

The second party has deposited 2% bid security Rs. 20,500,000-vide Banker's Cheque No. 08526172 Dated 20.06.2022 with Tender documents. Further 3% performance guarantee in shape of bank guarantee deposited by the party amounting to Rs. 30,193,990/- vide letter of guarantee No. 0036/1020/2022 dated 07.07.2022. The same will be refunded after successful completion of work. The supplier will be responsible for replacement and repair/ service of torn-out / defective Gunji kits free of cost for two years from date of signing of agreement, otherwise security money will be forfeited in favour of PASSCO.

FORCE MAJEURE 16.

- 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.
- 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.
- 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.
- 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

A/General Manager (Commercial)

Witnesses

FOR AND ON BEHALF OF SELLER

KSF TriZone Industries 24, KM, Lahore Road Sheikhupuka

2

Witnesses

DECLARATION BY SELLER

- We M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, hereby declare our intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from government of Pakistan or any administrative sub division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.
- Without limiting the generality of the foregoing, we M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, 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, inder's fee or kickback, whether described as consultation fee or otherwise with the object of or benefit in whatsoever form from GOP and/or PASSCO except that which has been expressly declared pursuant hereto.
- 03. We M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, 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.
- We M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP and/or PASSCO under any law, contract or other instrument, be void-able at the option of GOP and/or PASSCO and M/s KSF Trizone Industries, declare that neither we have defaulted any contract /agreement with any organization/institution in last two years nor blacklisted by any one if at later stage this declaration has been found otherwise our security may be forfeited.
- 05. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the purchaser) agrees to indemnify GOP as well as PASSCO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP and/or PASSCO in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (the Purchaser) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form, from GOP and/or PASSCO. It is being clarified that PASSCO stands for Pakistan Agricultural Storage & Services Corporation Ltd, a company controlled/administered by GOP through ministry of Food, Agriculture & Live Stocks Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SELLER

KSF Trizone Industries

24-KM Lahore Road Sheikhupura

CNIC NO. 35201-1567985

Witnesses

2.___



- 61. We M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, hereby declare our obligation or benezit 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.
- O2. Without limiting the generality of the foregoing, we M/s KSF Trizone Industries of KM Sheikhupura Road Lahore, represent and warrant that it has fully declared the brokerage, commission, anyone within or outside Pakistan either directly or indirectly through any natural or juridical persone subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as interest, privilege or other obligation or benefit in whatsoever form from GOP and/or PASSCO except that which has been expressly declared pursuant hereto.
- 03. We M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related above declaration, representation of warranty.
- 04. We M/s KSF Trizone Industries, 24 KM Sheikhupura Road Lahore, accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP and/or PASSCO under any law, contract or other instrument, be void-able at the option of GOP and/or PASSCO and M/s KSF Trizone Industries, declare that neither we have defaulted any contract /agreement with any organization/institution in last two years nor blacklisted by any one if at later stage this declaration has been found otherwise our security may be forfeited.
- O5. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the purchaser) agrees to indemnify GOP as well as PASSCO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP and/or PASSCO in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (the Purchaser) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form, from GOP and/or PASSCO. It is being clarified that PASSCO stands for Pakistan Agricultural Storage & Services Corporation Ltd, a company controlled/administered by GOP through ministry of Food, Agriculture & Live Stocks Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SECLER

KSF Trizone Industries, 24- KM Lahore Road Sheikhupura CNIC NO. 35201-156798

Witnesses
1.

2.___

ALTESTE A

F

Subject: PURCHASE OF 4,300 GUNJI KITS.

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

Sr# Name & Designation	Status
a. Imran Khalid PM ,Field Wing Sohail, Umer AO (S&C Wing)	Convener
Muhammad Imran PI (Comm Wing)	Member
(2. William (1.118)	Member

3

2. The technical committee was assigned task in accordance with following requirements/criteria set forth for Gunji Kits.

Technical checklist alongwith technical report is as under:

Sr#	Required Documents	KSF Trizone	Shahid Enterprises	BNU Industries
1	Application/letter of Intent for participation in tendering process.	✓	×	✓
2	The supplier must have valid experience alongwith proof of satisfactory performance for supply of Gunji Kits to Public	✓	×	×
3	Provide 2 samples of 4x1 meter of Gunji Kit Piece as per required specifications for lab test as per Annex "A".	✓	✓	✓
4	Firm must attach valid bank statement in original showing financial stability of the firm.	✓	✓	✓
5	Copy of Income Tax / Sales Tax Registration.	√	✓	✓
6	Copy of authorized dealership or distributorship or manufacturers firms certificate.	✓	×	✓
7	Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.	✓	✓	✓
8	The firm must Certify (as per Annexure "B") that they have neither defaulted of any contract / agreement with any federal / provincial / local government neither including its departments / bodies / subsidiaries and/or organizations / institutions in last two years, nor declared insolvent nor blacklisted by any one of those elucidated above (Affidavit on Stamp Paper of Rs. 200/-).	✓	√	✓
9	Certificate on company's letterhead that the firm would supply of 4,300 Gunji Kits for Imported Wheat 2022.	✓	×	✓
10	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	1	1	✓

The committee technically evaluated and analyzed the documents and samples provided by the above The comminue sent to laboratories for testing. The reports received from UET are found as per said parties were sent to laboratories, however only one party i-e M/s KSF Triport said parties were Shahid Enterprises, however only one party i-e M/s KSF Trizone is technically specifications

qualified.

(S&C) Wing, Member

Muhammad Imran PI, (Comm Wing), Member

Imran Khalid PM, (Field Wing) Convener