




1	2	3	4	5	6	7	8
Name and surname (in Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/Husband's Name in full	Current Nationality	Any other Nationality (es)	Occupation	Residential address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)
M/o	DIC	DG	Pakistani	No		Headquarter	
Planning	NLC	NLC				NLC, GHD	
S						Hardinge Road, Rawalpindi;	
Development			Total numbers of shares taken (in figures and words)			Commt.	

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name and signature   
(Person authorized to issue notice on behalf of the company)



**PUBLIC PROCUREMENT REGULATORY  
AUTHORITY (PPRA)**

**CONTRACT EVALUATION -I  
(AS Per Rule 47 of PP Rules, 2004)**

**To Be Filled In Respect of All Public Contracts of Works,  
Services & Goods Worth One (1) Billion or more**

- NAME OF THE ORGANIZATION/DEPTT. PASSCO
- FEDERAL / PROVINCIAL GOVT. Federal
- TITLE OF CONTRACT Transportation of 0.8 MT imported wheat from  
Canada
- TENDER NUMBER TS 496835E
- BRIEF DESCRIPTION OF CONTRACT Import of wheat 0.8 MT  
imported wheat in the light of Notification  
F. No. 1-3/2019/DFSC-II/wheat import dated  
25.11.2022.
- TENDER VALUE Rs. 13.166 Billion
- ENGINEER'S ESTIMATE No  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD Till completion of contract
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL  
PROCUREMENT PLAN? Yes / No
- ADVERTISEMENT :
- (i) PPRA Website TS 496835E 30.11.2022 Yes / No  
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers The Nation, Nawa-i-Waqt 29.11.22 Yes /  
No  
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 20.12.22 at 1100
- NATURE OF PURCHASE Local / International
- EXTENSION IN DUE DATE (If any) Yes / No

- NUMBER OF TENDER DOCUMENTS SOLD 06  
(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 02
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER \_\_\_\_\_ Yes / No ✓
- WHETHER INTEGRITY PACT WAS SIGNED \_\_\_\_\_ Yes / No ✓  
(If yes enclose a copy)

**PUBLIC PROCUREMENT REGULATORY  
AUTHORITY (PPRA)**

**CONTRACT EVALUATION-II**  
**(AS Per Rule 47 of PP Rules, 2004)**

**To Be Filled In Respect of All Public Contracts of Works,  
Services & Goods Worth One (1) Billion or more**

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF  
OPENING OF BIDS 02

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER NLC, Transport  
Fleet (North), Gujranwala.

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

First

➤ NEED ANALYSIS (Why the procurement was necessary?) Shifting of  
wheat through NLC as per Notification  
of GOP through MNFS&R

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

No

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

➤ DATE OF CONTRACT SIGNING 30.01.2023  
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE RS. 13.166 Billion

➤ 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)

\_\_\_\_\_

\_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

**Statement of Bidding Documents Regarding  
Transportation Of 800,000 MT Imported Wheat 2022**

Sr.No	Party Detail	Receipt #	Amount
1	Murad & Co	27610	3,000
2	Nimra & Co	27613	3,000
3	Fertlink International	27616	3,000
4	Sanla Enterprises	27617	3,000
5	Falsal Movers Group	27618	3,000
6	National Logistics Cell	27619	3,000
Total Amount Rs.			18,000

*Original*  
MUHAMMAD KHADAR  
A O CASH CELL  
14/12/2022

ATTENDANCE SHEET

TECHNICAL PROPOSAL

BID REGARDING TRANSPORTATION OF 800,000 METRIC TONS IMPORTED  
WHEAT FROM GWADAR PORT TO DIFFERENT PASSCO ZONES

DATED 14-12-2022

Ser.	Name of Party	Name of Representative	CNIC #	Contact #	Signature
1	NLC	Sulaiman Khalid	58903220172	0333-7297212	[Signature]
2	Faisal Mawer	Muhammad Anis	36500-5484495	0333-7269824	[Signature]
3					
4					
5					
6					
7					

Signature of Supplier for NLC  
[Signature]



**TRANSPORTATION SERVICES FOR SHIFTING 0.800 MMT IMPORTED WHEAT FROM GWADAR PORT TO PASSCO ZONES**

A technical evaluation committee was constituted by Commercial Wing vide office order No.PASSCO/Comm/ P-I/2022/810 dated 12.12.2022 comprising the following officers, to evaluate the technical proposals as per criteria given in tender document:

SR	Name & Designation	Status
d.	Muhammad Jehanzeb Ishaq, Manager (HR Wing)	Convener
e.	Muhammad Suleman, DM (HR)	Member
f.	Muhammad Umair, DPM (Comm Wing)	Member

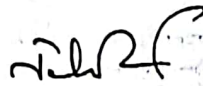
2. The technical committee has examined / evaluated the required documents provided by the tenderers along with tender documents in accordance with the criteria mentioned in bidding documents regarding transportation services for shifting of Imported wheat, technical check list is as under:-

Ser	Technical Requirements	Designated Marks	NLC	Faisal Movers
1.	Bidder having valid experience of successful completion of transportation of wheat / fertilizers / similarly bagged commodities for last three (03) years with necessary documentary proof.	21-30	30	30
2.	Detail / Proof of availability of fleet having tracking facility (Minimum 150 vehicles validly at the disposal of the bidder for transportation purposes) with necessary documentary proof.	20	20	15
3.	Bidder to provide the financial statements for the last three to five years (03 to 05) with annual turnover from transport business of more than Rs. 3.0 Billion duly signed by any chartered accountant firm.	20	20	20
4.	Documentary proof of number and quantum of major transportation projects (40,000 MT and above) successfully handled during last 03 years.	20	20	20
5.	Bidder must have offices to handle transport in Karachi and central Punjab with documentary evidence.	10	10	10
6.	Automation for seamless operation from first mile to the end mile.	05	5	5
Total		100	100	95


3. The committee has technically evaluated the technical proposals by the said parties in accordance with the criteria mentioned in bidding documents. In this regards, M/s National Logistics Cell (NLC), & M/s Faisal Movers has fulfilled the required criteria and technically qualified.

4. Forwarded for further Necessary action, please.

Muhammad Umair  
DPM, Commercial Wing  
Member

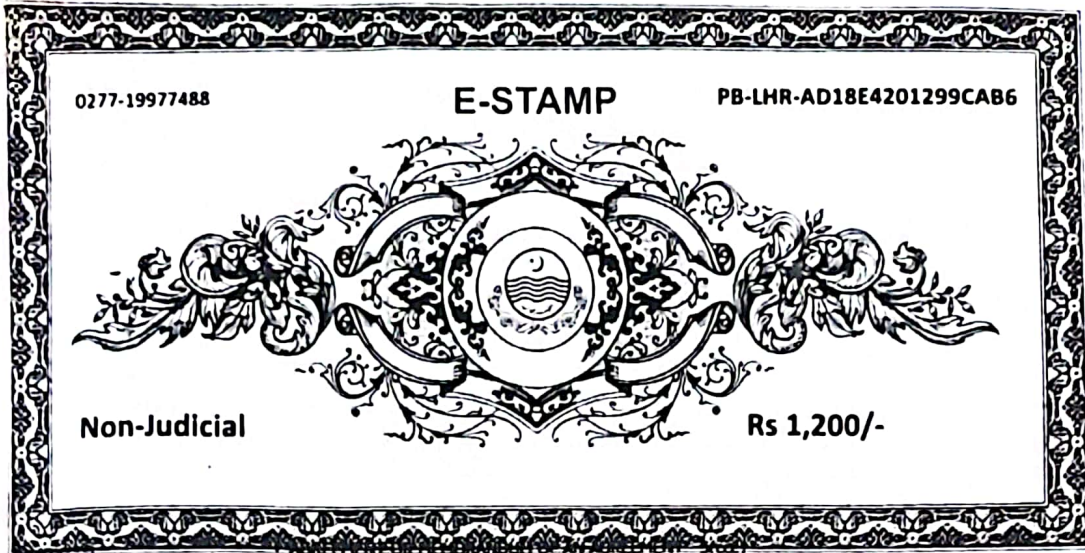


Muhammad Jehanzeb Ishaq  
Manager, F&A Wing  
Convener

  
Muhammad Suleman  
DM, HR/Legal Wing  
Member

## EVALUATION OF BIDS

- 14.1 A bid determined as non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
  - 14.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive.
  - 14.3 It will be examined in detail whether the services offered by the company complies with the Technical requirements as provided in this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection at any time by the PASSCO Officers, if required.
  - 14.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the company / firm.
  - 14.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by PASSCO (if deemed appropriate), provided such waiver does not prejudice or affect the relative ranking of any other company / firm.
15. **PROCESS TO BE CONFIDENTIAL**
- 15.1. No transportation contractor shall contact PASSCO on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
  - 15.2 Any effort by a bidder to influence PASSCO in the evaluation, comparison or selection, decision may result in the rejection of its bid.
16. **TECHNICAL EVALUATION COMMITTEE (TEC)**
- 16.1 The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements and terms and conditions mentioned in the tender documents by a Technical Evaluation Committee (TEC) constituted by Commercial Wing.
  - 16.2 Furthermore the Committee will take all appropriate measures / actions as deemed fit to complete the assigned task.
  - 16.3 All the information regarding the technical evaluation shall be kept confidential (as per rule 41 of PPRA rules) until the time of announcement of respective evaluation reports.
17. **AWARD CRITERIA & PASSCO's RIGHT**
- 17.1 The PASSCO reserves the right to accept or reject any submitted bid, as per PPRA rules and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the PASSCO's action.
  - 17.2 The contract will be awarded to the successful bidder with most advantageous bid (Rule 38 of PPRA Rules) provided that such bidder have been determined to be technically qualified. The selected company may furnish a performance guarantee (as per rule 39 of PPRA rules) @ 6% of total bid price in addition to 4% of the tendered value already deposited as bid money / earnest money (as per Rule 25 of PPRA Rules) valid till completion of contract. The agreement will be signed on stamp paper worth Rs. 1200/- duly purchased in favour of PASSCO with at least Fifteen (15) days apart from the issuance date of acceptance letter.
  - 17.3 Integrity Pact shall be printed on stamped paper worth Rs.200/- or more provided at the time of signing of agreement by the successful bidder at Annexure "C".



First Party : NATIONAL LOGISTIC CELL (10000-0000000-0)  
 Second Party : PASSCO (10000-0000000-0)  
 Agent : SHAHZAIB ALI [34502-2281347-1]  
 Stamp Duty Paid by : NATIONAL LOGISTIC CELL (10000-0000000-0)  
 Issue Date : 19-Dec-2022, 12:06:04 PM  
 Paid Through Challan : 2022D02CE98AEACD  
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

**AGREEMENT**

**PROVISION OF TRANSPORTATION SERVICES FOR SHIFTING OF 800,000 METRIC TONS IMPORTED WHEAT FROM GWADAR PORT TO PASSCO ZONES**

1. This agreement is made on 30-01-2023 between 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 General Manager (Commercial) hereinafter referred to as the 'Contractee' which terms wherever the context so permits includes its successors in interest of the first party.

AND

2. M/s National Logistics Cell (NLC), HQ, Transport Fleet (North), Gujranwala Cantt, represented by it's Senior Manager Marketing, North (NLC) hereinafter referred to as the 'Contractor' which terms wherever the context so permits includes its successors in interest of the second party regarding shifting of wheat from Gwadar port to PASSCO Zones.

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

3. WHEREAS, this 2<sup>nd</sup> Party has agreed for provision of transportation services regarding shifting of 800,000 Metric Tons wheat from Gwadar Port to PASSCO Zones through dedicated vehicles, at the average contract value of Rs. 13.166/- Billion vide acceptance letter No. PASSCO/ MD/C.R/2023/2000/K&I-516 Dated 23.01.2023 inclusive of all taxes, tolls, duties, loading and unloading, handling at the destinations or any other charges incurred in arranging safety measures (against weather, theft / pilferage / accidental loss, axle load condition and /or any damage etc.) during transit operation from dispatching to receiving ends. Quantity of wheat can be decreased, increased or altered as per instruction taken by Government of Pakistan (GOP)/ PASSCO Authority, for which compensation and pecuniary gain will be initiated nor entertained, allowed inclusively in any case at all. However, rates of transportation will remain same:

*(Handwritten signature)*



Sr.	Name of Zones	Tentative quantity of wheat to be shifted from Gwadar Port (M. Tons)	Rate Per Metric Ton on Delivered Basis at Destinations inclusive of all Taxes, Tolls, Duties etc. (Amount in Rs.)
			Rate per M. Ton
1	Hafizabad	75,000	18,400
2	T.T Singh	40,000	17,700
3	Okara	57,500	17,829
4	Sahiwal	57,500	17,659
5	Burewala	55,000	17,600
6	Vehari	60,000	17,550
7	Khanewal	57,500	17,400
8	Multan	70,000	17,200
9	Bahawalnagar	85,000	17,442
10	Alipur	75,000	16,900
11	Khanpur	37,500	16,119
12	Layyah	55,325	17,550
13	Khairpur	62,500	14,450
14	Hyderabad	12,175	11,950
15	Dera Allah Yar	0	11,100
<b>Total</b>		<b>800,000</b>	<b>246,849</b>
<b>Average Rate</b>			<b>16,457</b>

4. Following shall be the responsibilities of both organizations / parties.

**A. RESPONSIBILITIES OF NLC:**

- a) Comply with approved rates for shifting of entire quantity of 800,000 Metric Tons of Imported Wheat.
- b) Detail representatives at loading and unloading sites for completion of documents with PASSCO Staff.
- c) Provide transport and handling facilities, for lifting of (minimum) 6,000 Metric Tons to 6,500 Metric Tons of wheat per day per vessel including holidays from loading points end, failing which all consequential losses, (like demurrage for delaying of vessel / grounding / storage of wheat at port or TCP premises, cleaning and fumigation of TCP Godowns / premises, transportation to and from TCP Godowns / premises etc.) will be paid / borne by the contractor, if he fails to provide sufficient transport for the lifting of agreed quantity.
- d) Ensure dedicated truck marshaling area within 500 meters of designated loading points capable to carry sufficient trucks / vehicles required for loading and transportation of minimum 6,000 Metric Tons to 6,500 Metric Tons per day per vessel.
- e) Ensure that all vehicles will be weighed on weigh bridges at either end, before and after loading / unloading. Contractor will pay for weighbridge charges at both ends. Preparation of proper documents and record regarding weightment of wheat at either end will be the responsibility of contractor in presence of PASSCO staff, at Gwadar Port and designated PASSCO Zones / locations (Geographical boundaries of PASSCO zones).
- f) Ensure adequate transportation for shifting of 800,000 Metric Tons Imported Wheat as per requirement at the ports.
- g) Ensure receipt of correct quantity, weight, and quality and moisture level of wheat stocks at loading/unloading points and deliver the same at PASSCO Zones / locations (Geographical boundaries of PASSCO zones) within Ten (10) to Fifteen (15) days from the date of lifting from Gwadar Sea-Port.
- h) Pay all applicable taxes, duties, tolls, levies and port charges etc.
- i) Make payment to PASSCO against any loss to stocks during operations at following rate:-

1	Jute Bags	Rs. 417/-per Jute Bag	Plus 10% penalty charges
2	PP bags	Rs. 70/-per PP Bag	
3	Wheat	As per agreement with TCP + PASSCO's Expenses	



- j) Pay all charges pertaining to labour engaged at loading/unloading points.
- k) Submit the bills along with all supporting documents to Commercial Wing PASSCO Head Office on weekly basis against transportation services. PASSCO will make the payment of bills within Fifteen (15) days of the receipt of bills after written confirmation from S&C Wing or by operation team at Gwadar Port.
- l) Ensure that the stocks are expeditiously moved / shifted and are not unnecessarily delayed at loading points, in transit or at destinations to avoid deterioration of wheat stocks including jute bags/PP bags.
- m) Deliver the stocks at given destinations under its own arrangements without any compensation for replacement of vehicle or diversion in case of road block or vehicle casualty.
- n) Apply after expiry of operational period of agreement/contract for the refund of security deposited after the last bill is paid by the contractee (PASSCO).
- o) Manage entire range of activities from lifting of wheat stocks till the stocks are unloaded at the destinations.
- p) In case of delay/detention of vehicle at Port due to fault on the part of TCP's stevedore, the transporter can lodge the claim upon PASSCO and the same shall be forwarded to TCP accordingly. The detention to be commenced after 24 hours of the arrival of truck at Port/warehouse. The claim shall be lodged with full documentary support with the counter signatures of TCP's officers/ surveyors. The maximum rate of delay/ detention shall be Rs.5,000/- per day per vehicle or pro rata basis.
- q) In case of non-fulfilling the daily lifting / loading rate, demurrage charges as per agreement with importing agency (TCP ) will be applicable.
- r) The fuel adjustment will be made in accordance with below mentioned mechanism having 50:50 ratio for fuel and non-fuel factors in rate per ton of each destination:-  

$$\text{Increase or decrease in rate} = \text{Fuel factor} \times \frac{\text{new fuel rate}}{\text{agreed fuel rate}}$$
 In this regard the fuel rate for 14.12.2022 will be considered as agreed rate i.e. Rs. 235.30/- per liter. The increase or decrease in this regard will be added / subtracted accordingly from the rate per M. Ton of each destination.
- s) While submitting the bill, second party must indicate separately the amount of sales tax along with sales tax registration number issued by sale tax department.
- t) Contractor may maintain storage yard at its own risk and cost for local shifting of wheat in Gwadar with necessary documentation like STN and transporter convoy note which will be verified from PASSCO representatives at port of discharge and storage facility at the time of lifting of stock. Contractor will utilize only mutually agreed storage facility(s) during currency of the contract.
- u) Contractor may also utilize trans-shipment at hub / Karachi at its own risk and cost, however contractor must provide convey note and STN (Stock transfer note) generated at Gwadar and Hub / Karachi.

**B. RESPONSIBILITIES OF PASSCO:**

- a) Establish offices and appoint sufficient managerial and supervising staff at loading points to coordinate with the contractor and different government offices for proper delivery of wheat stocks.
- b) Get the acknowledgement on STN and Convoy Note from the contractor or his representative at the loading points about quality and quantity of wheat being dispatched.
- c) Implement the terms and conditions of the contract in letter and spirit without failure. Any observation / complaint on the performance of the contractor/non-implementation / violation of the terms of the agreement shall be brought to the notice of designated officer of PASSCO.

5. Any claim on account of any vehicle being returned empty, fluctuation in transportation / fuel charges / rates, nationally and / or internationally, which may occur out of any cause, shall not be entertained.

6. If the contractor fails to discharge its contractual obligations and / or proves to be incapable of successfully completing the contractual obligations / non-implementation of any of the sub-clauses of clause 4, the same services will be carried out through any other agency or contractor at the entire risk and cost of the defaulting contractor, and the contractee (PASSCO) reserves the right to rescind the agreement, forfeit the security and impose penalties mentioned in the tender.



7. **PERFORMANCE GUARANTEE:**

The second party has deposited 8% performance security amounting to Rs.1,053,250,000/- in shape of bank guarantee vide letter of guarantee No.IGT08740040323PK dated 26.01.2023. The performance guarantee shall be refunded on successful completion of agreement / contract.

8. **FORCE MAJEURE**

- 8.1 Force majeure shall mean any event, act or other circumstances or considerations not being an event, act or circumstances under the control of PASSCO or of the Individual, Firm, Company i.e., Earthquake, Flood, or any other severe climatic circumstances and all events which are not under the control of the both parties like strikes, dharna, lockdown situation, etc. which are beyond the control of the parties. Non-availability of vehicles, laborers and other ancillary material/items or any other event leads towards clear negligence of the firm shall not constitute Force Majeure.
- 8.2 If by reasons of Force Majeure, the required assignment / job / task cannot be performed by the due date, then the date may be extended appropriately by PASSCO on case to case basis keeping in view all the circumstances and requirements.
- 8.3 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.
- 8.4 If a Force Majeure situation arises, the contractor shall serve written notice on PASSCO, indicate such condition and the cause thereof. Unless otherwise directed by PASSCO in writing, the contractor shall continue to perform under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. **Arbitration:**

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

10. **Jurisdiction of Court:**



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.

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

**FOR & ON BEHALF OF PASSCO  
(Contractee)**

  
Shahid Ibrahim  
General Manager (Commercial)

**FOR & ON BEHALF OF NLC  
(Contractor)**

  
  
Senior Manager Marketing,  
National Logistics Cell (NLC), HQ,  
Transport Fleet (North), Gujranwala Cantt.

**Witnesses**

1.   
2. 

**Witnesses**

1.  Handgun  
2.  May Soud

**DECLARATION BY TRANSPORT CONTRACTOR**

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

02. Without limiting the generality of the foregoing, we National Logistics Cell (NLC), represent and warrant that it has fully declared the brokerage, commission, fees etc paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP and / or PASSCO except that which has been expressly declared pursuant hereto.

03. We National Logistics Cell (NLC), 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.

04. We National Logistics Cell (NLC), accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP and or PASSCO under any law, contract or other instrument, be void-able at the option of GOP and / or PASSCO and National Logistics Cell (NLC), declare that neither we have defaulted any contract / agreement with any organization / institution in last two years nor blacklisted by any one if, at later stage, this declaration has been found otherwise our security may be forfeited.

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 NFS&R Islamabad or any other entity owned or controlled by it (GOP).



**FOR AND ON BEHALF OF**  
National Logistics Cell (NLC),  
HQ, Transport Fleet (North),  
Gujranwala Cantt.

Witnesses

1. Hamid  
2. Masood