

ANNEXURE: I

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts.

1. Name *National Logistic Cell (NLC)*
2. Father's Name/Spouse's Name *N/A*
3. CNIC/NICOP/Passport No. *N/A*
4. Nationality *Pakistani*
5. Residential address *Headquarter NLC G.H.Q. Hardinge Road R.A Bazar, Rawalpindi, Cantt.*
6. Email address *Suleman.maliki@nlc.com.pk*
7. Date on which shareholding, control or interest acquired in the business. *Govt. entity established in 1987*
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:


1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/partnership Firm/Trust/Any other Individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimately owns or controls the legal person or arrangement
									<i>Govt. Entity working under M/o Planning</i>

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).



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 (ies)	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, G.H.R.	
S						Hardinge Road, Rawalpindi,	
Development			Total numbers of shares taken (in figures and words)			Cannt.	

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 0.5 MMT imported wheat Trucks
- TENDER NUMBER TS483026E
- BRIEF DESCRIPTION OF CONTRACT Import of 0.5 MT imported
wheat in the light of Notification No. 1-3/2019-DFSC
-II/wheat. dated 26-05-2022
- TENDER VALUE Rs. 7,485,000,000
- 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 TS483026E 07.06.2022 Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers The Nation, Nwa-i-wa 03.06.22 Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 20.06.22 at 1100
- NATURE OF PURCHASE Local / International
- EXTENSION IN DUE DATE (If any) Yes / No

- NUMBER OF TENDER DOCUMENTS SOLD 05
(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 05

- 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 05

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

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd 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 05.07.2022
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE RS. 7,485,000,000

➤ 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 _____

**ATTENDANCE SHEET
TECHNICAL PROPOSAL**

TENDER REGARDING TRANSPORTATION OF 500,000 MT/TONS IMPORTED WHEAT 2022

DATED 18.06.2022

SR.	NAME OF FIRM	Name of Representative	CNIC	Contact Number	SIGNATURE
1	Logistics One	M. Noman	36309-0390989-9	0300-2818600	<i>M. Noman</i>
2	Fertilek grt.	Taseef	36302-222378-7	0300/663667	<i>Taseef</i>
3	FAISAL MOVERS	IJAZ SHAH	38401-972101-5	0261-2928053	<i>Ijaz Shah</i>
4	SANIA ENTERPRISES	OBAD KHOBHAR	940601693165	0309-5551105	<i>Obad Khobhar</i>
5	NLC	Fuleman Malik	38403-226788-9	0333 840052	<i>Fuleman Malik</i>
6					
7					
8					

1. *[Signature]*
 2. *[Signature]*
 3. *[Signature]*
 4. *[Signature]*
 5. *[Signature]*

TRANSPORTATION SERVICES FOR SHIFTING IMPORTED WHEAT

A technical evaluation was constituted by Commercial Wing vide office order No.PASSCO/Comm/import/P-I/2022/1261 dated 16.06.2022 comprising the following officers, to evaluate the technical proposals as per criteria given in tender document:

SR Name & Designation

- a. Muhammad Jehanzeb Ishaq Manager (F&A Wing)
- b. Muhammad Suleman DM(HR)
- c. Muhammad Umair, DPM (Comm Wing)

Status

- Convener
Member
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:-

Subject:- <u>Transportation of 500,000 M.Ton Imported Wheat</u>						
Sr#	Required Documents	Fertlink	Logistic One	Sania Enterprises	Faisal Movers	NLC
1	Application/ letter of Intent for participation in tendering process.	Provided	Provided	Provided	Provided	Provided
2	Firms must have valid experience in transportation services for last five years in transportation of wheat with necessary documentary proof.	Provided	Provided	Not Provided	provided	Provided
3	Detail/proof of firm owned fleet (Minimum 120 vehicles owned by the firm for transportation purposes) with necessary documentary proof.	Not Provided (only list attached)	Not Provided (only list attached)	Not Provided	Provided	Provided
4	Firm must attach valid bank statement in original showing financial stability of the firm for minimum Rs.100 Million.	Average balance of 100 million not maintained	Average balance of 100 million not maintained	Not Provided	Average balance of 100 million not maintained	Provided
5	Bidder should submit a proof of lifting of at least 500,000 M/Tons wheat in last two years with necessary documentary proof.	Not Provided	Provided	Not Provided	Provided	Provided
6	Firm must have offices to handle transport in Gwadar, Karachi Port Trust, and central Punjab with documentary evidence.	No documentary evidence provided	No documentary evidence provided	Not Provided	Provided	Provided
7	The company must have annual turnover from transport business of more than Rs. 3.0 Billion.	Provided	Not Provided	Not Provided (less than 3 Billion)	Provided	Provided
8	Copy of Income Tax / Sales Tax Registration Certificate.	Provided	Provided	Provided	Provided	Provided
9	Registration with FBR/PRA/SRB.	Provided	Provided	Provided	Provided	Provided

10	An undertaking to the effect that the bidder have no link with the supplier of wheat or their local agent.	Provided	Provided	Not Provided	Provided	Provided
11	The firm must Certify (as per Annexure "B") that they have neither defaulted of any contract / agreement or in legal dispute with any federal / provincial / local government neither including its departments / bodies / subsidiaries and/or organizations / institutions in last five years, nor declared insolvent nor blacklisted by any one of those elucidated above (Affidavit on Stamp Paper of Rs. 200/- or more).	Provided	Provided	Provided	Provided	Provided
12	Certificate of Authorized representative.	Provided	Provided	Provided	Provided	Provided
13	Original cash receipt of tender documents issued by PASSCO.	Provided	Provided	Provided	Provided	Provided
14	The bidder must comply with all terms and conditions mentioned in the tender documents.	Provided	Provided	Provided	Provided	Provided

3. The committee has technically evaluated the technical proposals submitted by the said parties in accordance with the criteria mentioned in bidding documents. In this regards, only one party i-e M/s National Logistic Cell (NLC) has fulfilled the required criteria and technically qualified.

4. Forwarded for Further Necessary action, please.



Muhammad Umair
DPM, Commercial Wing
Member



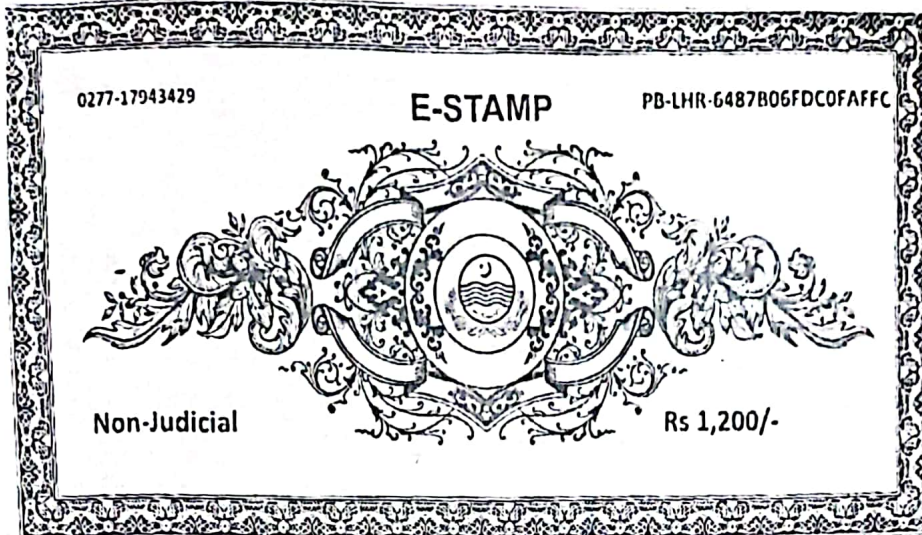
Muhammad Suleman
DM, HR/Legal Wing
Member



Muhammad Jehanzeb Ishaq
Manager, F&A Wing
Convener

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 (1000-000000-0)
 Second Party : Pakistan Agricultural Storage And Services Corporation (1000-000000-0)
 Agent : Ishfaq Ahmad Khan (35401-1521473-9)
 Stamp Duty Paid by : National Logistic Cell (1000-000000-0)
 Issue Date : 04-JUL-2022, 10:06:36 AM
 Paid Through Challan : 2022FC61E6A8E562
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Above This Line

AGREEMENT

PROVISION OF TRANSPORTATION SERVICES FOR SHIFTING OF 500,000 METRIC TONS IMPORTED WHEAT FROM PORTS TO PASSCO ZONES

1. This agreement is made on 05 July 2022 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 Karachi port Trust, Bin Qasim/FAP Marine terminal and 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 2nd Party has agreed for provision of Transportation services regarding shifting of 500,000 Metric Tons wheat from Karachi Port Trust, Bin Qasim/FAP Marine terminal and Gwadar port to PASSCO Zones through dedicated vehicles, at the average contract value of Rs. 7,485,000,000/- (Rupees Seven Billion Four Hundred Eighty Five Million Only) vide acceptance letter No. PASSCO/ Comm/P-I/Import/2022/1292 Dated 21.06.2022 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 either decreased, increased or altered as per instructions / decision when taken by Government of Pakistan (GOP) / PASSCO Authority, for which no claim or compensation and pecunary gain will be entertained, allowed separately or inclusively in any case at all. However, rates of transportation will remain same:-



Ser.	Loading Points / Zones (locations within Geographic Boundaries of PASSCO Zones)	Tentative Quantities of wheat to be shifted (M/Tons)	Approved Rates per M/Ton for KPT/Bin Qasim /FAP (PKR)	Approved Rates per M/Ton for Gwadar Port (PKR)
1	Hafizabad	40,000	12,770	20,742
2	T.T Singh	40,000	12,046	20,018
3	Okara	75,000	12,343	20,445
4	Sahiwal	40,000	12,177	20,149
5	Burewala	35,000	11,866	19,838
6	Vehari	30,000	11,474	19,445
7	Khanewal	30,000	11,342	19,313
8	Multan	40,000	11,206	19,178
9	Bahawalnagar	20,000	12,212	20,184
10	Alipur	20,000	10,945	18,916
11	Khanpur	30,000	10,801	18,772
12	Layyah	20,000	11,598	19,570
13	Khairpur	40,000	8,241	16,212
14	Hyderabad	20,000	6,818	14,789
15	Dera Allah Yar	20,000	8,862	16,833
	Total	500,000	10,980 (Average Rate)	18,960 (Average Rate)

4. Following shall be the responsibilities of both organizations.

A. **RESPONSIBILITIES OF NLC:**

- a) Comply with approved rates for shifting of entire quantity of 500,000 Metric Tons of Imported Wheat.
- b) Detail representatives at loading and unloading sites for completion of documents with PASSCO Staff, both at originating and destination ends.
- 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, falling 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 / Vehicle 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 weighing of wheat at either ends will be the responsibility of contractor and PASSCO staff, at Karachi Port Trust, Bin Qasim/FAP Marine Terminal and Gwadar port and designated PASSCO Zones / locations (Geographical boundaries of PASSCO zones).
- f) Ensure adequate transportation for shifting of 500,000 Metric Tons Imported Wheat as per requirement at the ports.
- g) Ensure receipt of correct quantity, weight and quality of wheat stocks at loading points and deliver the same at PASSCO Zones/locations (Geographical boundaries of PASSCO zones) within Three (03) to five (05) days from the date of lifting from Karachi, Bin Qasim/FAP Marine Terminal/ storage point and ten (10) to twelve (12) working days from Gwadar port/storage point.
- h) In case of transportation from Gwadar, contractor may utilize warehousing at its own risk and cost.
- i) The contractor may also utilize trans-shipment at Hub/Karachi at its own risk and cost. In case of transportation from Gwadar, however contractor must provide Convey Note and STN (Stock Transfer Note) generated at both Gwadar and Hub/Karachi.
- j) Pay all applicable taxes, duties, tolls, levies and port charges etc.
- k) Make payment to PASSCO against any loss to stocks during operations at following rate:-



1	Jute Bags	Rs. 425/-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	

- l) Pay all charges labour engaged at loading/unloading points.
- m) Submit the bills along with all supporting documents to Commercial Wing PASSCO Head Office on weekly basis against transportation services. PASSCO will be make the payment of bills within Fifteen (15) days of the receipt of bills after written confirmation from Field Wing / S&C Wing or by operation team at Karachi Port.
- n) 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.
- o) Deliver the stocks at given destination under his arrangements without any compensation for replacement of vehicle or diversion in case of road block or vehicle casualty.
- p) 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).
- q) Manage entire range of activities from lifting of wheat stocks till the stocks are unloaded at the destinations.
- r) 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.5,000.00/- per day per vehicle or pro rata basis.
- s) In case of non-fulfilling the daily lifting/ loading rate, demurrage charges as per agreement with importing agency (TCP) will be applicable.
- t) Transporter may maintain storage yard at its own risk and cost for local shifting of wheat in Gwadar/Karachi with necessary documentation like STN and transporter convoy note which will be verified from PASSCO representatives at both port of discharge and storage facility at the time of lifting of stock. Transporter will ensure maintaining same storage facility for currency of the contract.
- u) 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:-

Increase or decrease in rate= Fuel factor x new fuel rate / agreed fuel rate

In this regard the fuel rate for 18.06.2022 will be considered as agreed rate i.e RS. 263.31/- per liter.

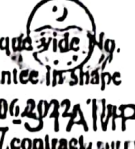
B. RESPONSIBILITIES OF PASSCO:

- 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 Dispatch Reports/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 his contractual obligations and / or proves to be incapable of successfully completing the contractual obligations / non-implementation of any of the sub-clauses of clause 2, 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. 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.



X

6. **PERFORMANCE GUARANTEE:**

The second party has deposited 4% bid security in shape of banker cheque No. 22103571 amounting to Rs. 390,000,000/- and remaining 6% performance guarantee in shape of bank guarantee vide letter of guarantee No. IGT08740241622PK dated 30.06.2022. The performance guarantee shall be refunded on successful completion of agreement. 

9. **FORCE MAJEURE**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. **Arbitration:**

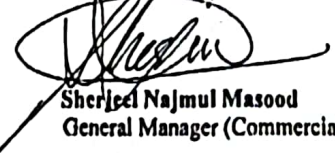
As per rule 49 of PPRA rules in case of any difference or dispute between the parties arising out of this agreement or in the matter enumerated therein, the same shall be referred to the sole arbitration of the Managing Director PASSCO for the time being of Pakistan Agricultural Storage and Services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

11. **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.

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

FOR & ON BEHALF OF PASSCO
(Contractee)


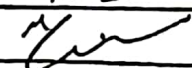

Sherjeel Najmul Masood
General Manager (Commercial)

FOR & ON BEHALF OF NLC
(Contractor)




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



Witnesses

1. 
2. 

Witnesses

1. 
2. 

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. _____

2. _____

