

**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 Purchase of 3500 Guuji kits For wheat Crop-2022
- TENDER NUMBER _____
- BRIEF DESCRIPTION OF CONTRACT TS469528E
Required For Storage of Stock
- TENDER VALUE 664,251,000
- ENGINEER'S ESTIMATE N/A
(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 TS469528E 11.01.2022 Yes / No ✓
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers Express Tribune and Nawa-Waqt Yes /
No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 03.02.2022
- NATURE OF PURCHASE _____ Local / International
- EXTENSION IN DUE DATE (If any) _____ Yes / No ✓

➤ NUMBER OF TENDER DOCUMENTS SOLD 04
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes / No ✓
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes / No ✓
(If yes enclose a copy).

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____

c) TWO STAGE BIDDING PROCEDURE. _____

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)

- WHO IS THE APPROVING AUTHORITY MD PASSCO

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED 03

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No ✓

➤ WHETHER INTEGRITY PACT WAS SIGNED _____ Yes / No ✓

PUBLIC PROCUREMENT REGULATORY
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.

> NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS 03

> NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____
KSF Trizone private Ltd
Sheikhpura Road

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

N/A

> NEED ANALYSIS (Why the procurement was necessary?) _____
Storage 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 23-02-2022 :
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE 664,251,000

➤ 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) N/A

99

**Statement of Tender Documents No Of 3,500 (15 % +/-)
Gunji Kits wheat Crop 2022**

Sr.No	Party Detail	Receipt #
1	KSF Trizone Industries Private Limited	27324
2	Zee Logistics Lahore	27328
3	BNU Industries Pvt Limited	27331
4	Shahid Enterprises	27336

Swaged
28/01/2022
A.O.
Cash CEU

- 13.3 It will be examined in detail whether the items offered by the company complies with the Technical specifications, as provided in this tender document as per Annex A. 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.
- 13.4 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.
- 13.5 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.

14. PROCESS TO BE CONFIDENTIAL

- 14.1. No company / firm shall contact PASSCO on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 14.2 Any effort by a bidder to influence PASSCO in the evaluation, comparison or selection, decision may result in the rejection of its bid.

15. TECHNICAL EVALUATION COMMITTEE (TEC)

- 15.1 The Technical proposal submitted by the bidder will be evaluated against the aforementioned technical requirements by a Technical Evaluation Committee constituted by Commercial Wing.
- 15.2 Furthermore the Committee will take all appropriate measures/actions as deemed fit to complete the assigned task.

16. AWARD CRITERIA & PASSCO'S RIGHT

- 16.1 The contract will be awarded to most advantageous bidder as per PPRA rules provided that such bidders have been determined to be technically qualified to satisfactorily perform the contract. The selected company will have to furnish a performance security in shape of banking instruments except CDR/SDR @ 5% of total bid price in addition to 2% of the tendered value already deposited as bid money/earnest money valid till completion of contract.
- 16.2 The PASSCO reserves the right to accept or reject any submitted bid, as per PPRA rule 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. REQUIREMENT / FORMAT OF BID.

- 17.1 All bidders shall quote their Price / Rates along with 2% bid security /earnest money of the total bid price in the form of Pay Order/Demand Draft/ Banker cheque as per this tender document requirement/ obligations. CDR/SDR shall not be accepted.

18. FIRM'S RESPONSIBILITIES

- 18.1 The Firm shall supply the **REQUIRED ITEMS PROMPTLY** in accordance with Supply Order.
- 18.2 The firm shall not subcontract the Supply Order.
- 18.3 Transportation for delivery of items at final destination will be the responsibility of the firm. The firm shall ensure proper packing of goods to avoid deterioration of goods etc.

Subject: **TECHNICAL EVALUATION REGARDING PURCHASE OF 3,500 GUNJI KITS FOR WHEAT CROP 2022.**

67

The committee was constituted by Commercial Wing vide Office order No.241 dated 27.01.2022 comprising the following officer/Official to evaluate, analyze, examine & check suitability of technical proposals submitted by the parties in accordance with requirements/criteria mentioned in tender documents for Gunji Kits:-


Sr#	Name & Designation	Status
a.	Muhammad Umair, DPM (Comm Wing)	Convener
b.	Hassan Ali Syed, AE (Works Wing)	Member
c.	Nauman Hafeez, AO (F&A Wing)	Member


2. The documents were technically evaluated and analyzed by the committee whereas the samples provided by the parties were sent to Laboratory of University of Engineering & Technology (UET Lahore) dated 28.01.2022 for testing purpose. Lab test results were received dated 01.02.2022. Technical evaluation detail is as under:-


Sr. #	Requirements	KSF Trizone	Shahid Enterprises	BNU Industries
1	Application letter of Intent for participation in tendering process.	Provided	Provided	Provided
2	Firms must have valid experience in supplying of "Gunji Kits" to public sector organizations.	Provided	Not Provided	Not Provided (Provided for PP Bags)
3	Provide 2 sample of 4x1 meter of Gunji Kit Piece as per required specifications for lab test.	Provided	Provided	Provided
4	Firm must attach valid bank statement in original showing financial stability of the firm.	Provided	Provided	Provided
5	Copy of Income Tax / Sales Tax Registration.	Provided	Provided	Provided
6	Copy of authorized dealership or distributorship or manufacturers firms certificate.	Provided	Not Provided	Provided KSF Authorization
7	Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.	Provided	Provided	Provided
8	Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any Government / Semi Government Department as per Specimen at Annex-B.	Provided	Provided	Provided

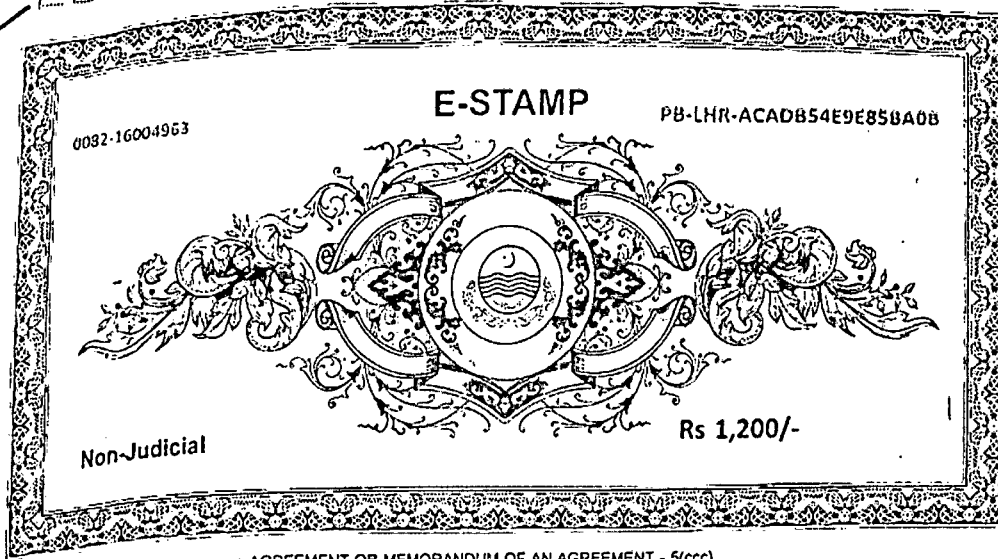
Sr. #	Requirements	KSF Trizone	Shahid Enterprises	BNU Industries
9	Certificate on company's letterhead that the firm would supply Gunji Kits for Wheat Crop 2022.	Provided	Provided	Provided
10	Noncompliance to the same may result in immediate termination of "Acceptance / Supply Order/Agreement " leading to forfeiture of earnest money / performance security and blacklisting of firm as per Specimen at Annex-C.	Provided	Provided	Provided
11	Lab Test Result	Qualified	Disqualified (Denier, UV resistance and GSM less than required)	Qualified

3. Submitted as desired, please.


Mr. Hassan Ali Syed,
AE (Works Wing)
Member


Mr. Nauman Hafeez,
AO (F&A Wing)
Member


Muhammad Umair
DPM (Comm Wing)
Convener



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: KSF TRIZONE IND PVT LTD (35202-0000000-0)
Second Party	: PASSCO RESPECTED OF PASSCO (35202-0000000-0)
Agent	: M AHMAD KHAN (35401-7378278-5)
Stamp Duty Paid by	: KSF TRIZONE IND PVT LTD (35202-0000000-0)
Issue Date	: 18-Feb-2022, 02:55:45 PM
Paid Through Challan	: 20224389FEB5512A
Amount in Words	: One Thousand Two Hundred Rupees Only

AGREEMENT

This Agreement is made this day of **23.02.2022** 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).

AND

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 09.05.2022 (including 15 days of LD period).
- During the above period the supplier shall supply 3,500 Gunji Kits ($\pm 15\%$) 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 Polyethylene)		
	<ul style="list-style-type: none"> Woven High Density Polyethylene (HDPE) Black fibbers fabric laminated on both sides with LDPE coating. 		
b.	UV Resistance (24 Hrs)		
c.	Density	Fabric Density. Minimum 1200 Denier	
d.	Breaking Strength.	10 cm x 20 cm	Warp : 160 Kgf Weft : 120 Kgf
		5cm x 20 cm	Warp : 80 Kgf Weft : 60 Kgf
e.	Weight of Fabric	250 g/m ² \pm 5% (however, value higher than +5% is acceptable).	
f.	Tear Strength		
	Minimum 100 Newton under ISO 13937		
g.	Welding		
	Minimum resistance is 80% of the original tarpaulin tensile strength in weld		
	1421		



E-STAMP
CONTINUATION SHEET

CHECK PHYSICAL			
	Width	Length	Height
h.	28 feet \pm 3% One Side	58 Feet \pm 3% One Side	20 Feet
	Wall Height:	8 feet With Mud Flap	
i.	Colour		
	• White Sun Reflective		
	• Band Colour Grey		
	• Inner side of Gunji Kit will be Green		
• Strengthen the Flap of Gunji Kit and an additional Flap bar will be given in a length.			

4. Woven High 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.
5. 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.
6. **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 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 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.

Delivery

7. The supplier will complete the supply of 3,500 (\pm 15%) Woven High Density Polyethylene Stack Packages (Gunji Kits) within 75 days (24.04.2022 without penalty & 09.05.2022, with 2% Penalty).
8. **Destinations** 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.

74

DECLARATION BY SELLER

01. We M/s KSF Trizone Industries, 24 KM Sheikhpura 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.

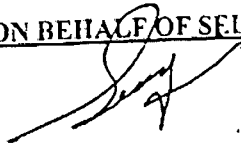
02. Without limiting the generality of the foregoing, we M/s KSF Trizone Industries, 24 KM Sheikhpura Road Lahore, represent and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone 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, 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 M/s KSF Trizone Industries, 24 KM Sheikhpura 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.

04. We M/s KSF Trizone Industries, 24 KM Sheikhpura 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 Sheikhpura
CNIC NO. 35201-1567985-3



Witnesses

1. _____

2. _____