

**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 1065 Liters Delta Methexine For wheat
- TENDER NUMBER TS470050E Coop-2022
- BRIEF DESCRIPTION OF CONTRACT Required For safety of  
Stock
- TENDER VALUE 1,288,650
- 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 TS470050E 14.01.2022 Yes / No  
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers No Yes /  
No  
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 17.02.2022 11:30 AM
- NATURE OF PURCHASE Local / International
- EXTENSION IN DUE DATE (If any) Yes / No

- NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS \_\_\_\_\_ Yes / No   
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS \_\_\_\_\_ Yes / No   
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE. \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. \_\_\_\_\_
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY MD PASSCO
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.
- 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**

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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 1. M/s ZR Engineering, 24 Nil Collage  
Road Township Lahore.

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

➤ NEED ANALYSIS (Why the procurement was necessary?) For Safety of 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 09-03-2022  
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE 1210 per liter

➤ 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

Statement of Tender Documents 1,065 Liter (15 % +/- ) Delta Metherine (Pesticides) Wheat Crop 2022		
Sr.No	Party Detail	Receipt #
1	ZR Engineering Lahore	27326
2	Tufail Enterprises Lahore	27329
3	Bio Pharma	27347

M. KIASAS  
A-O  
CASH CELL  
DATED  
02/02/2022

3. EVALUATION OF BIDS

- 13.1 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.
- 13.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive. The bids will be evaluated as a whole.
- 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.

4. 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.

5. 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.

Subject: TECHNICAL EVALUATION REGARDING PURCHASE OF 1,065 LITERS DELTA METHERINE.

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Committee was constituted by Commercial Wing vide Office order No.241 dated 27.01.2022 comprising the wing officer/Official to evaluate, analyze, examine & check suitability of technical proposals submitted by the bidders in accordance with requirements/criteria mentioned in tender documents for Delta Methherine:-

Sr#	Name & Designation	Status
a.	Saadat Ali Khan, Manager (S&C)	Convener
b.	Ameen Sikander, AO (A&I Wing)	Member
c.	Muhammad Yasin, PO (Field Wing)	Member

The documents were technically evaluated and analyzed by the committee whereas the samples provided by the bidders were sent to Laboratory of PCSIR dated 02/02/2022 for testing purpose. Lab test results were received dated 15/02/2022

Technical evaluation detail is as under:-

Required Documents	ZR Engineering	Tufail Enterprises	Bio Pharma
Application/letter of Intent for participation in tendering process.	Provided	Provided	Provided
Firms must have valid experience in supplying of "Delta Methherine (Pesticides)" to public / private sector organizations.	Provided	Provided	Provided
Provide 2 samples of Delta Methherine as per required specifications for lab test.	Provided	Provided	Provided
Firm must attach valid bank statement in original showing financial stability of the firm	Provided	Provided	Provided
Copy of Income Tax / Sales Tax Registration.	Provided	Provided	Provided
Fresh certificate from manufacturer	Provided	Provided	Provided
Registration certificate, registered with the Government of Pakistan in terms of agricultural Pesticides Ordinance 1971.	Provided	Provided	Not Provided
Copy of authorized dealership or distributorship.	Provided	Provided	Provided
Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.	Provided	Provided	Provided
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
Certificate/undertaking that the firm would supply Delta Methherine (Pesticides)" For Wheat Crop 2021.	Provided	Provided	Provided
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

Test results from PCSIR regarding requirement i-e  
2.5% EC

Provided

Provided

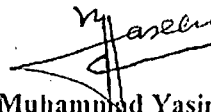
Provided

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3. Submitted as desired, please

ON LEAVE

Ameen Sikander  
AO (A&I Wing)  
Member

  
Muhammad Yasin  
PO (Field Wing)  
Member

  
Saadat Ali Khan  
Manager (S&C Wing)  
Convener

M. WING

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\_\_\_\_\_  
I. II III  
D 210



5. **Packing:** Pesticide (Delta Methrine) will be properly packed in firmly sealed and leak proof cases/cartons of one liter pack. Alternatively, manufacturer standard packing shall also be acceptable. Expiry date of Delta Methrine should be printed on the label as per Agricultural Pesticides Ordinance, 1971.

6. The Seller has deposited Financial instruments Rs. 31,950/- vide UC NO. 05073590 Dated 31.01.2022 & Rs. 58,260 /- vide PO NO. 02744196 Dated 01.03.2022 totaling to Rs.90,210 (Rupees Ninety Thousand Two Hundred & Ten Only) as Security at the rate of 7% of the contract value. Security amount will be released after successful completion of the Agreement.

#### **INSPECTION/TEST**

7. Inspection of goods will be carried out by a Committee constituted by Commercial Wing PASSCO and rep of supplier within 3 days on receipt who will visually ascertain the general condition of the containers date of manufacture & expiry date of the product. If the bottles/packing materials are fit/OK (airtight) then the Committee will draw one representative sample from each batch and will be got tested from any Government laboratory as the buyer may deem fit. Lab test report should be communicated to AGM (Commercial) immediately. Lab test charges will be borne by the Seller. If stocks through visual inspection are not found according to the standard/specifications as laid in the contract, the Convener Committee will inform the supplier as well as GM (Commercial) of the observations of visual inspection. If the visual inspection report is negative, the stocks will not be accepted. The stock will only be accepted in case both the visual inspection report as well as Lab test reports are found fit/ ok.

8. Payment will be made within 15 days of the date of receipt of the bill duly supported by original Goods Receipt Advice (pink colour GRA), inspection report, laboratory test report and Commercial invoice along with sales tax invoice.

9. Supplier will be required to replace the stocks found below specifications without any compensation at the same destination within the delivery period/schedule.

10. In case of Late Delivery (LD), PASSCO will be entitled to compensation for loss and will charge LD charges at the rate of 2% of the cost of Delta Methrine for delay of 10 days. Thereafter the contract may be rescinded.

11. In case the supplier sells the goods on lower rate than PASSCO contracted rates to any other agency during the currency of agreement, the lesser/reduced rates i.e. difference of price will be paid by the supplier to PASSCO.

12. In case supplier fails to deliver the agreed quantity of Delta Methrine or part thereof beyond 10 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement, forfeit security deposited. Additionally PASSCO may purchase defaulted quantity of Delta Methrine at risk and cost basis, in that case, extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending bills, payments, dues/security or through legal re-course.

13. Save as provided hereinabove, in case of violation of any term or condition of this agreement, on the part of seller the buyer may confiscate the performance money/security and procure the consignment or part thereof at the risk and cost of the seller.

14. No claim on account of fluctuation in International/Local market rates, which may arise out of any cause, shall be entertained, provided always that in the event leaving of any duty or, tax on the goods is imposed, increased, decreased or remitted, the Seller shall not be entitled to add to the said price any amount arising out of such imposition or increase

15. If violation any term & condition by second party of this agreement it is the sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

#### **16. FORCE MAJEURE**

16.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the PASSCO or of the Firm i.e., Earthquake, Flood, or any other Severe Climatic circumstances. Non-availability of material and those items ancillary material or any other event leads towards clear negligence of the Firm shall not constitute Force majeure.



- 16.2 If by reasons of Force Majeure, the items cannot be delivered by the due delivery date, then the delivery date may be extended on the written request of supplier **Except in extreme circumstances that may be granted by MD PASSCO on case to case basis.**
- 16.3 The firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance / discharge of obligations is the result of an event of Force Majeure.
- 16.4 If a Force Majeure situation arises, the Firm shall, by written notice served on the PASSCO, indicate such condition and the cause thereof. Unless otherwise directed by the PASSCO in writing, the firm shall continue to perform under the supply order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
17. **ARBITRATION:** - In case of any difference or dispute between the parties arising out this agreement or in the matter enumerated therein, the same shall be referred to the sole arbitration of the Managing Director PASSCO for the time being of Pakistan Agricultural Storage & Services Corporation Limited (PASSCO) or any person nominated by him whose award shall be final and binding on the parties to this agreement.
18. In witness whereof, the parties hereto have affixed their signature at Lahore on the date aforementioned.
19. Terms and conditions of tender notice and tender documents will also be the part of this agreement.
20. Regarding the issue of jurisdiction in case of litigation between parties hereto the Court at Lahore shall have the exclusive jurisdiction to entertain such dispute.

**FOR AND ON BEHALF OF BUYER**

**FOR AND ON BEHALF OF SELLER**

General Manager (Commercial)

M/S ZR Engineering, 24 Nil College Road  
Town ship Lahore

Witnesses

1.   
2.

Witnesses

1.   
2.