

**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 23,400 P.P Bags For Wheat Crop 2022
- TENDER NUMBER TS469533 E
- BRIEF DESCRIPTION OF CONTRACT
Required for Filling of
wheat
- TENDER VALUE Rs 1,200,420,000/-
- ENGINEER'S ESTIMATE _____
(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 TS469533 E 31.01.2022 Yes / No ✓
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers Daily Newspapers "Dawn" and "Jung News" Yes / No ✓
No (If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 28.01.2022 11:00 AM
- NATURE OF PURCHASE _____ Local / International
- EXTENSION IN DUE DATE (if any) _____ Yes / No ✓

- NUMBER OF TENDER DOCUMENTS SOLD 24
(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 13
- 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 13

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____
1. Millennium Industries 2. Ashraf Poly 3. Star Line
4. KSF TsiZone 5. Thal Limited 6. White Pearl

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

- NEED ANALYSIS (Why the procurement was necessary?) _____
Packing of imported wheat through
TCP as per directions G.O.P
through MNFS&R.

- 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 24.02.2022
(Attach a copy of agreement)

- CONTRACT AWARD PRICE 51.30 per bag.

- 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)

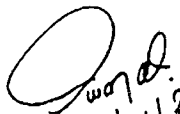
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ Yes / No
(If yes give details)

- DEVIATION FROM QUALIFICATION CRITERIA _____ Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description) N/A

**Statement of Tender Documents 23,400 (15 % +/-)
Polypropylene Bags wheat Crop 2022**

Sr.No	Party Detail	Receipt #
1	Naeem Nadeem Plastic Private Limited	27313
2	Jilani Poly Industries Private Limited	27314
3	Margala Packages & Allied Industries (Pvt) Ltd	27315
4	Thal Limited	27316
5	Buraq Polyfabric Private Limited	27317
6	White Pearl Jute Mills Limited	27318
7	Millennium Industries Private Limited	27319
8	Starline Poly Packages Private Limited	27320
9	Pearl Petro Industry Private Limited	27321
10	Prime Poly Pack Private limited	27322
11	KSF Trizone Industries Private Limited	27323
12	Royal Polytex Industries Private Limited	27325
13	Texo Poly Industries Private Limited	27327
14	Arfeen Industries Private Limited	27330
15	Mian Brothers Industry Private Limited	27332
16	Mian Nazir Sons Industries (Pvt) Ltd	27333
17	Poly Pack (Pvt) Ltd	27334
18	Lahore Poly Industries (Pvt) Ltd	27335
19	Ashraf Poly (pvt) Ltd	27337
20	Top Star Polymer (Pvt) Ltd	27338
21	Bin Qasim Packages (Pvt) Ltd	27340
22	BNU Industries (Pvt) Ltd	27341
23	Al-Karam Packages (Pvt) Ltd	27342
24	Hub Poly Packages (Pvt) Ltd	27343


 28/01/2022
 A.O
 CASH CELL

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 Physical Inspection of PP bags samples provided by the parties will be carried out by Technical committee constituted by Commercial Wing as per required specifications given in Tender documents at Annexure-A.

15.3 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 Pay Order/Demand Draft/Banker Cheque. as per this tender document requirement/ obligations. CDR/SDR shall not be accepted.

Z. KHALIL
1/11/17


Subject: **TECHNICAL EVALUATION REGARDING PURCHASE OF 23,400 BALES OF PP.BAGS FOR WHEAT CROP 2022.**

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 PP Bags:-

Sr#	Name & Designation	Status
a.	Sohail Ahmad, Manager (F&A Wing)	Convener
b.	Imran Khalid, DPM (Field Wing)	Member
c.	Sohail Umer, AO (S&C Wing)	Member
d.	Muhammad Imran, API (Commercial 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 #	Required Documents	KSF TriZone	Margala Packages	Naeem Nadeem Plastic	Thal Ltd	White Pearl Ltd.	Burag Poly Fabric limited	Millennium Industries	Starline Packages	Royal Polytex Industries	Mian Brothers	Ashraf Poly	Hub Poly Packages
		1	2	3	4	5	6	7	8	9	10	11	12
1	Letter of Intent for participation in tendering process.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	Firms must have valid experience in supplying of "Polypropylene bags" to public and private sector organization.	✓	✓	✗	✓	✓	✓	✓	✓	✗	✓	✓	✓
3	Provide 08 sample of PP Bags as per required.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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Sr #	Required Documents	KSF TriZone	Margala Packages	Naeem Nadeem Plastic	Thal Ltd	White Pearl Ltd.	Buraq Poly Fabric limited	Millennium Industries	Starline Packages	Royal Polytex Industries	Mian Brothers	Ashraf Poly	Hub Poly Packages
4	Provide sample of laboratory test.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5	Firm must attach valid bank statement in original showing financial stability of the firm.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6	Copy of Income Tax / Sales Tax Registration Certificate.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7	Proof of registration as Manufacturer.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8	Office detail at Lahore and other cities (if applicable) with phone Numbers / Addresses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9	The firm must Certify (as per Annexure "B") (Affidavit on Stamp Paper of Rs. 100/-).	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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Sr #	Required Documents	KSF TriZone	Margala Packages	Naeem Nadeem Plastic	Thal Ltd	White Pearl Ltd.	Buraq Poly Fabric limited	Millennium Industries	Starline Packages	Royal Polytex Industries	Mian Brothers	Ashraf Poly	Hub Poly Packages
4	Provide sample of laboratory test.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5	Firm must attach valid bank statement in original showing financial stability of the firm.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6	Copy of Income Tax / Sales Tax Registration Certificate.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7	Proof of registration as Manufacturer.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8	Office detail at Lahore and other cities (if applicable) with phone Numbers / Addresses	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9	The firm must Certify (as per Annexure "B") (Affidavit on Stamp Paper of Rs. 100/-).	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

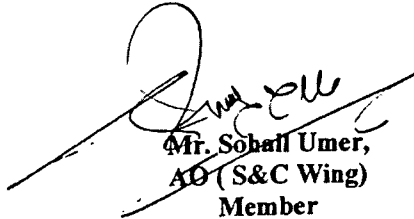
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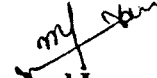
Sr #	Required Documents	KSF TriZone	Margala Packages	Naeem Nadeem Plastic	Thal Ltd	White Pearl Ltd.	Buraq Poly Fabric limited	Millennium Industries	Starline Packages	Royal Polytex Industries	Mian Brothers	Ashraf Poly	Hub Poly Packages
10	Company's letterhead firm Supply minimum 25% of total required quantity.	✓	✓	✓	✓	✓	✗	✓	✓	✓	✓	✓	✓
11	Affidavit on Stamp Paper of Rs. 100/-). As per Annex-C	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗
12	Lab Test Report	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

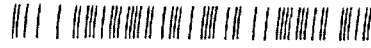
3. Submitted as desired, please.

Mr. Imran Khalid,
DPM (Field Wing)
Member


Mr. Sohail Umer,
AO (S&C Wing)
Member


Sohail Ahmad
Manager (F&A Wing)
Convener


Muhammad Imran.,
API (Commercial Wing)
Member



0062-1G165832	E-STAMP	PB-LHR-11B40966BD9C3D21
Non-Judicial		Rs 1,200/-

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
 First Party : Millennium Industries Private Limited [03000-0000000-0]
 Second Party : PASSCO [03000-0000000-0]
 Agent : JALEEL QAISER [35202-1344845-3]
 Stamp Duty Paid by : PASSCO [03000-0000000-0]
 Issue Date : 22-Feb-2022, 11:35:00 AM
 Paid Through Challan : 2022B69502C9FA92
 Amount In Words : One Thousand Two Hundred Rupees Only

AGREEMENT

This agreement is made on this day of 24th February 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered 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 of the first party).

AND

M/s Millennium Industries (Pvt) Limited Plot No.139/166,167,168, Block B, H.I.T.E Hub Chowki Baluchistan (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply 1,950 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

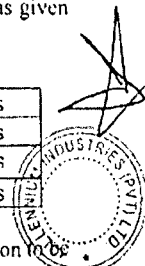
AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

- This agreement comes into force with immediate effect and shall remain operative till 15th April 2022, including 15 days LD (Late delivery) period with charges.
- During the above period, the supplier shall supply 1,950 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.
- Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

a.	First Schedule from	01.03.2022 to	10.03.2022 or earlier (50%)	975	Bales
b.	Second Schedule from	11.03.2022 to	20.03.2022 or earlier (25%)	488	Bales
c.	Third Schedule from	21.03.2022 to	30.03.2022 or earlier (25%)	487	Bales
Total:-				1,950	Bales

- DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated keeping in view the emergent requirement of zones in respect of PP bags.





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SPECIFICATIONS Besides those listed below the PP bags must be as per specifications

approved given hereunder:-
Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a. Size Outside width = 59 cm (23") ±1.5 cm/0.5 inches
b. Outside Length = 100 cm (39") ±1.5 cm/0.5 inches
c. Tape= Denier, 950 ± 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d. Weave 11 Tape X 11 tape per inch
e. Weight 115 Grams ± 5%
f. Capacity 50 Kg for wheat grains
g. Colour: Translucent
h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k. Printing. Printing design will be printed on one side of the bag in single Green colour.
l. Printing Ink. Non fading water proof ink should be used.
m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n. Net Weight of each Bale: not less than 115 Kg
o. UV Stabilizer: ≥ 0.35

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زائد ہر برتن نہ کریں۔ and 50 کلوگرام سے کم نہیں۔ in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

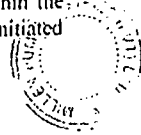
- The seller shall charge Rs. 51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs.6,450,000/- vide Banker's Cheque No. 00004780 Dated 27.01.2022 & 08679466 dated 28.01.2022 with Tender documents. Further remaining security in shape of Pay order vide NO.08679621 dated 23.02.2022 deposited by the party amounting to Rs. 552,450 /- dated 23.02.2022 for completion of 7% performance. The same will be refunded after successful completion of work. This bid Security /performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi,** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.



11. The supplier may represent, against the decision to the Management of PASSCO within three days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties."

12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.

13. **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.

14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.

15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.

16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.

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

18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.

19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

20. **FORCE MAJEURE**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21.

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.



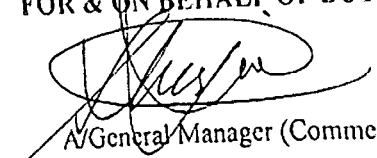


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In witness whereof, the parties hereto have affixed their signature at Lahore on the date
aforementioned.

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 & ON BEHALF OF BUYER

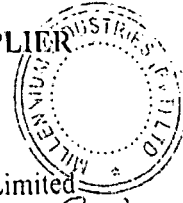

A/General Manager (Commercial)

Witnesses

1. Muhammad
2. M/Man

FOR & ON BEHALF OF SUPPLIER


M/s Millennium Industries (Pvt) Limited



1. MUZZAMMIL NAFEM
2. Jaleed Dairab Jaleed

DECLARATION BY SELLER

22. We M/s Millennium Industries (Pvt) Limited-, 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.

23. Without limiting the generality of the foregoing, we M/s Millennium Industries (Pvt) Limited -; 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.

24. We M/s Millennium Industries (Pvt) Limited 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.

25. We Millennium Industries (Pvt) Limited, 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard. (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

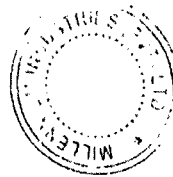
FOR AND ON BEHALF OF SELLER

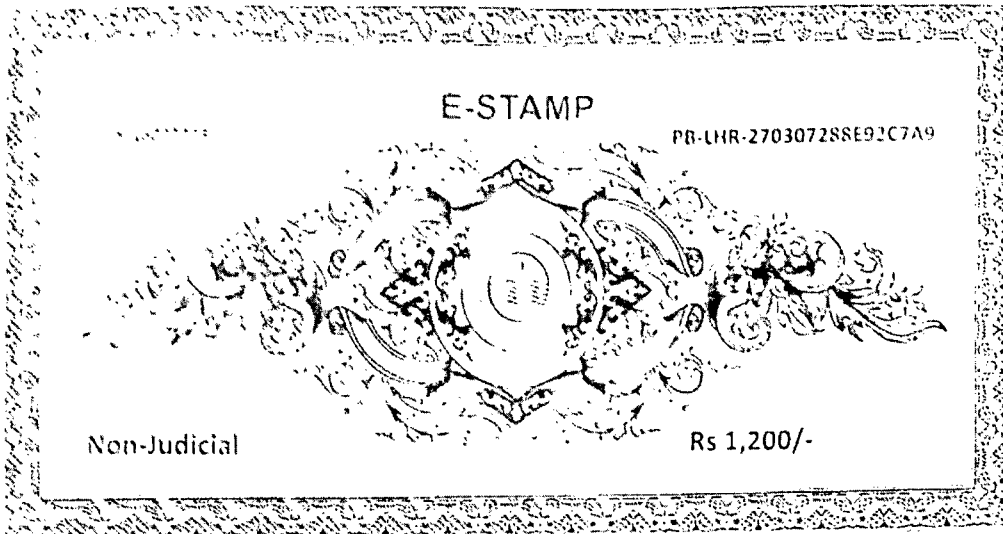
M/s Millennium Industries (Pvt) Limited
Plot No.139/166,167,168, Block B, H.I.T.E
Hub Chowki Baluchistan

Witnesses

1. Muzammal Nadeem

2. Jaleel Qaisar





AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5,000
 White Pearl Jute Mills Ltd. LHR (34302-1250046-3)
 PASSCO LAHORE (11000-0000000-01)
 Tax No: (34302-476953-11)
 White Pearl Jute Mills Ltd. LHR (34302-1250046-3)
 15-Feb-2022 03:43:13 PM
 202295235421668
 One Thousand Two Hundred Rupees Only

AGREEMENT

This agreement is made on this day of 24th February 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered 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 of the first party).

AND

M/s White Pearl Jute Mills Ltd. Registered office 29-Bridge Colony Lahore Cantt (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party)

WHEREAS, the seller has agreed to supply 5,850 (15%+/-) PP bales of 50 Kgs capacity bag containing of 1,000 bags in each bale, at the rate of Rs.51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

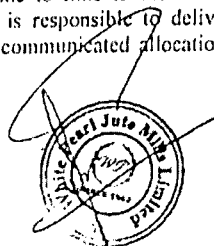
1. This agreement comes into force with immediate effect and shall remain operative till 15th April 2022, including 15 days LD (Late delivery) period with charges.

2. During the above period, the supplier shall supply 5,850 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.

3. **Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

a.	First Schedule from 01.03.2022 to 10.03.2022 or earlier (50%)	2,925	Bales
b.	Second Schedule from 11.03.2022 to 20.03.2022 or earlier (25%)	1,463	Bales
c.	Third Schedule from 21.03.2022 to 31.03.2022 or earlier (25%)	1,462	Bales
Total:-		5,850	Bales

4. **DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated allocations keeping in view the emergent requirement of zones in respect of PP bags.





E-STAMP
CONTINUATION SHEET

5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a. Size Outside width = 59 cm (23") ±1.5 cm/0.5 inches
b. Outside Length = 100 cm (39") ±1.5 cm/0.5 inches
c. Tape= Denier, 950 ± 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d. Weave 11 Tape X 11 tape per inch
e. Weight 115 Grams ± 5%
f. Capacity 50 Kg for wheat grains
g. Colour: Translucent
h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k. Printing. Printing design will be printed on one side of the bag in single Green colour.
l. Printing Ink. Non fading water proof ink should be used.
m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n. Net Weight of each Bale: not less than 115 Kg
o. UV Stabilizer: ≥ 0.35%

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that and ہر بیگ پر سبز رنگ میں "پاسکو گرام سے زیادہ بھرنے نہ کریں۔" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

- a. The seller shall charge Rs.51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- b. In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit:** - The second party has deposited 2% bid security Rs.6,500,000/- vide Banker's Cheque No. 6182558 Dated 27-01-2022 with Tender documents. Further 5% performance security in shape of banking instrument, Pay Order deposited by the party amounting to Rs.14,507,350/- vide No. 3121052014 dated 25-02-2022. This bid Security /performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

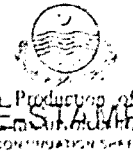
9. **Respective Zonal Heads/OIC Liaison Office Karachi** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.

11. The supplier may represent, against the decision to the Management of PASSCO within three days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties."

12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.





13 **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales invoice, Commercial Wing PASSCO, Lahore.

14 In case of late delivery, PASSCO will charge late delivery charges (L.D) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.

15 The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.

16 In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.

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

18 Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement
19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

20. **FORCE MAJEURE**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21. **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.

22. In witness whereof, the parties hereto have affixed their signature at Lahore on the date aforementioned.

23. 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 & ON BEHALF OF BUYER

A/General Manager (Commercial)

Witnesses

1.
2.

FOR & ON BEHALF OF SUPPLIER

M/s WHITE PEARL JUTE MILLS LTD.

1.
2. SANWAL SHABBIR
33201-2536350-9
35403-0860020-9



E-STAMP
CONTINUATION SHEET

DECLARATION BY SELLER

24. We M/s WHITE PEARL JUTE MILLS LTD. 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.

25. Without limiting the generality of the foregoing, we M/s WHITE PEARL JUTE MILLS LTD. 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.

26. We M/s WHITE PEARL JUTE MILLS LTD. 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.

27. We M/s WHITE PEARL JUTE MILLS LTD., 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.

28. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard. (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SELLER



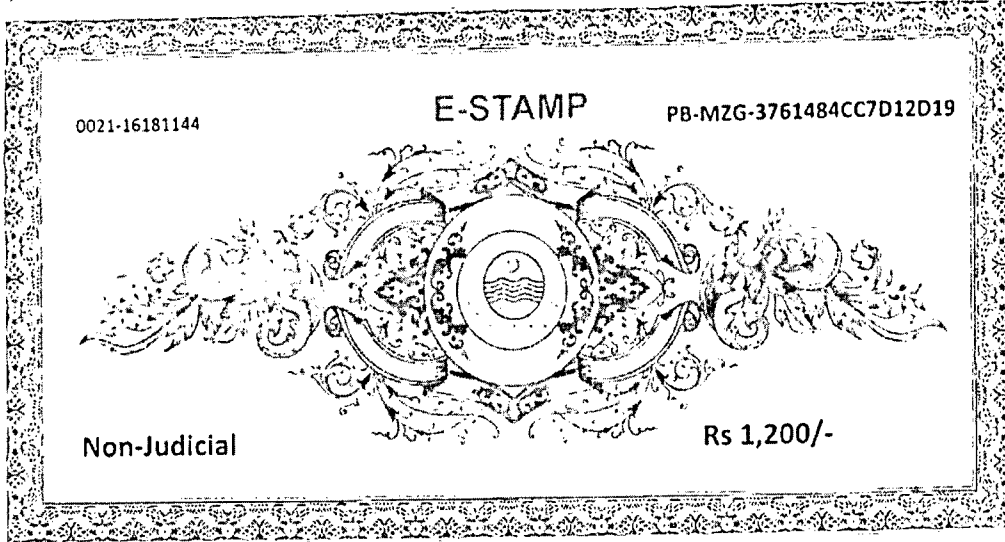
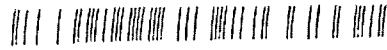
M/s WHITE PEARL JUTE MILLS LTD.

Witnesses

1. Abdul Razaq 33201-2536358-9

2. SANWAL SHABBIK 35403-0860020-9

LE27965



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: THAL LIMITED KARACHI [32304-2531450-9]
Second Party	: PASSCO LAHORE [01000-0000000-0]
Agent	: MUHAMMAD SALAHUDIN [32304-2531450-9]
Stamp Duty Paid by	: THAL LIMITED KARACHI [32304-2531450-9]
Issue Date	: 23-Feb-2022, 09:59:03 AM
Paid Through Challan	: 20221BB42C7DEF8A
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

AGREEMENT

This agreement is made on this day of 24 February 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered office at 11- Kashmir Road Lahore represented by its A/General Manager (Commercial) (hereinafter referred to as the "Buyer" which terms wherever the context so permits includes its successors in interest of the first party).

AND

M/s Thal Limited (Pakistan Papersack Division) (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply 5,850 (15%+/-) PP bales of 50 Kgs capacity bag containing of 1,000 bags in each bale, at the rate of Rs.51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

1. This agreement comes into force with immediate effect and shall remain operative till 15th April 2022, including 15 days LD (Late delivery) period with charges.
2. During the above period, the supplier shall supply 5,850 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.



j.	Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k.	Printing. Printing design will be printed on one side of the bag in single Green colour.
l.	Printing Ink. Non fading water proof ink should be used.
m.	Packing. 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n.	Net Weight of each Bale: not less than 115 Kg
o.	UV Stabilizer: $\geq 0.35\%$

- a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ بھرتی نہ کریں۔" in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

- a. The seller shall charge Rs. 51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc: at the destination.
- b. In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs. 6,200,000 vide Banker's Cheque No.15707886 Dated 21.01.2022 with Tender documents. Further 5% performance security in shape of banking instruments Bank Guarantee deposited by the party amounting to Rs. 14,807,350 vide No HMB/I.G/011/12/1500588/2022 dated 15.02.2022. This bid Security /performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi,** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.

11. The supplier may represent, against the decision to the Management of PASSCO within three days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties."

12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.





E-STAMP
CONTINUATION SHEET

3. **Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

a.	First Schedule from	01.03.2022 to	10.03.2022 or earlier (50%)	2,925	Bales
b.	Second Schedule from	11.03.2022 to	20.03.2022 or earlier (25%)	1,463	Bales
c.	Third Schedule from	21.03.2022 to	30.03.2022 or earlier (25%)	1,462	Bales
Total:-				5,850	Bales

4. **DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated allocations keeping in view the emergent requirement of zones in respect of PP bags.

5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a.	Size Outside width = 59 cm (23") ±1.5 cm/0.5 inches
b.	Outside Length = 100 cm (39") ±1.5 cm/0.5 inches
c.	Tape= Denier, 950 ± 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d.	Weave 11 Tape X 11 tape per inch
e.	Weight 115 Grams ± 5%
f.	Capacity 50 Kg for wheat grains
g.	Colour: Translucent
h.	Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i.	Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j.	Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k.	Printing. Printing design will be printed on one side of the bag in single Green colour.
l.	Printing Ink. Non fading water proof ink should be used.
m.	Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n.	Net Weight of each Bale: not less than 115 Kg
o.	UV Stabilizer: ≥ 0.35%

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ بھرنی نہ کریں۔" in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.



... by the Seller to be received by PASSCO within 15 working days on Production of ... (pink colour) Invoices and sales tax ...

... PASSCO will charge the delivery charges (DD) at rate of 2% of the cost ... 15 days or part thereof provided that are delivered within 15 ... and down in the schedule for every consignment ... the delivery schedule as given in clause 3 above. In ... may be sanctioned by the Managing Director, PASSCO ... however the decision of MD will be final and binding.

... beyond 15 days of the final ... PASSCO may rescind the agreement and forfeit ... Additionally, PASSCO should purchase ... in that case extra expenses incurred by PASSCO ... either from the pending bills, payment, dues securities or ...

... fluctuations in International, Local market rates, which may arise out of ... always that in the event of any duty of customs, excise or tax ... increased, decreased or remitted, the seller shall not be entitled to add the ...

4. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.

5. If second party Seller violates any term or condition of this agreement, it is sole prerogative of PASSCO to forfeit security amount and rescind the agreement.

FORCE MAJEURE

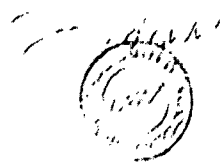
10.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the PASSCO or of the Firm i.e. Earthquake, Flood, or any other Severe Climatic circumstances. Non-availability of material and those items auxiliary material or any other event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

10.2 In the event 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.

10.3 The firm shall not be liable for liquidated damages, forfeiture of its Performance Security, including 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.


10.4 In 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.

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.



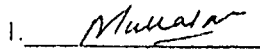
22. In witness whereof, the parties hereto have affixed their signature at Lahore on the date
aforementioned.
23. Regarding the issue of jurisdiction in case of litigation between parties hereto the Court at
Lahore shall have the exclusive jurisdiction to entertain such dispute.

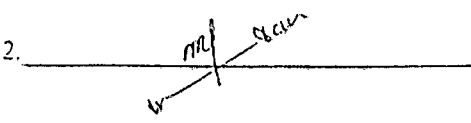
FOR & ON BEHALF OF BUYER



A/General Manager (Commercial)

Witnesses


1. 


2. 

FOR & ON BEHALF OF SUPPLIER



M/s Thal Limited (Pakistan Papersack Division)


1. S. GHAYOOR ABBAS TAIDI
3230947842647

2. 

SHAFIQ AHMED

CNIC 32304-999 0967 -5

DECLARATION BY SELLER

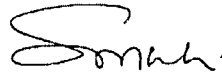
22. We M/s Thal Limited (Pakistan Papersack Division), hereby declare our intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from government of Pakistan or any administrative sub division or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

23. Without limiting the generality of the foregoing, we M/s Thal Limited (Pakistan Papersack Division): 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.

24. We M/s Thal Limited (Pakistan Papersack Division) 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.

25. We Thal Limited (Pakistan Papersack Division), 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

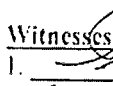



FOR AND ON BEHALF OF SELLER

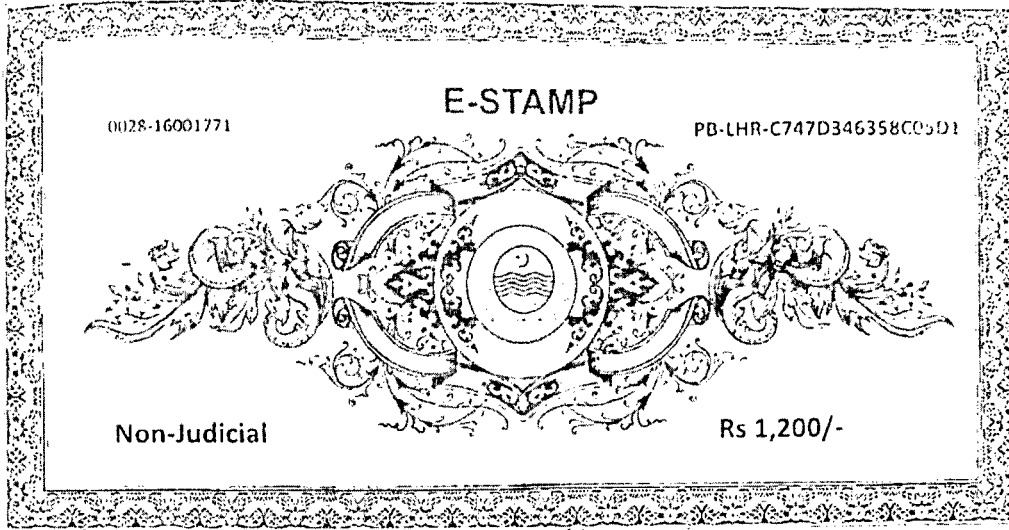
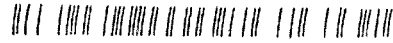
M/s Thal Limited (Pakistan Papersack Division)



Witnesses

1.  (S. GHAYDOR ABBAS JINDI 3230447842647)

2.  (SHAFIQ AHMED 32304-999.9675)



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(cc)
First Party	: Starline Poly Packaging Pvt Ltd. {42401-8036032-3}
Second Party	: Pakistan Agricultural Storage And Services Corporation Ltd. {10000-0000000-0}
Agent	: Tayyab {35202-4763795-3}
Stamp Duty Paid by	: Starline Poly Packaging Pvt Ltd. {42401-8036032-3}
Issue Date	: 10-Feb-2022, 12.05.56 PM
Paid Through Challan	: 2022-FA87A2A2931
Amount in Words	: One Thousand Two Hundred Rupees Only

AGREEMENT

This agreement is made on this day of 24th February 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered 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 of the first party).

AND

M/s Starline Poly Packaging (Pvt) Limited Plot No.159, 160 Industrial Estate, Rahim Yar Khan (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

WHEREAS, the seller has agreed to supply 1,950 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.



AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-

1. This agreement comes into force with immediate effect and shall remain operative till 15th April 2022, including 15 days LD (Late delivery) period with charges.
2. During the above period, the supplier shall supply 1,950 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.
3. **Delivery Schedule.** The supplier will have to confirm to the following delivery schedule:-

a.	First Schedule from	01.03.2022 to	10.03.2022 or earlier (50%)	975	Bales
b.	Second Schedule from	11.03.2022 to	20.03.2022 or earlier (25%)	488	Bales
c.	Third Schedule from	21.03.2022 to	30.03.2022 or earlier (25%)	487	Bales
Total:-				1,950	Bales

4. **DELIVERY POINT.** The buyer shall indicate from time to time to the seller the destination to be communicated in shape of allocation letter, whereas the seller is responsible to deliver the bales. However, PASSCO Management reserves the right to change or alter so communicated allocations keeping in view the emergent requirement of zones in respect of PP bags.

5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

a. Size Outside width = 59 cm (23") ±1.5 cm/0.5 inches
b. Outside Length = 100 cm (39") ±1.5 cm/0.5 inches
c. Tape= Denier, 950 ± 5% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm
d. Weave 11 Tape X 11 tape per inch
e. Weight 115 Grams ± 5%
f. Capacity 50 Kg for wheat grains
g. Colour: Translucent
h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch)
i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread.
j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat.
k. Printing. Printing design will be printed on one side of the bag in single Green colour.
l. Printing Ink. Non fading water proof ink should be used.
m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabrics
n. Net Weight of each Bale: not less than 115 Kg
o. UV Stabilizer: ≥ 0.35

a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ بھرتی نہ کریں۔ and کنڈی سے کٹائیں۔ In green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

- The seller shall charge Rs. 51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc; at the destination.
- In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs.6,435,000/- vide Banker's Cheque No. 08289468 Dated 27.01.2022 with Tender documents. Further remaining security in shape of Pay order vide NO.08289487 dated 10.02.2022 deposited by the party amounting to Rs.567,450 /- for completion of 7% performance. The same will be refunded after successful completion of work. This bid Security /performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi.** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.



11. The supplier may represent, against the decision to the Management of PASSCO within three days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties."

12. In case, part or whole consignment of PP bags is found defective/below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise, PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.

13. **Payment:** 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.

14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.

15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.

16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, ducs/securities or through legal recourse.

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

18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.

19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

20. **FORCE MAJEURE**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21. **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.



[Handwritten signature]



E-STAMP

CONTINUATION SHEET

22. In witness whereof, the parties hereto have affixed their signature at Lahore on the date
aforementioned.

23. 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 & ON BEHALF OF BUYER

A General Manager (Commercial)

FOR & ON BEHALF OF SUPPLIER



Starline Poly Packaging (Pvt) Limited
Plot No.159,160 Industrial Estate, Rahim
Yar Khan

Witnesses

1. Muhammad

2. Muhammad

1. MUHAMMAD FAKRO AZAM

CNIC NO. 42401-8036032-3

2. MUHAMMAD ADMAN ASIM

CNIC NO. 38401-9067696-7

DECLARATION BY SELLER

22. We M/s Starline (Pvt) Limited -, 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.

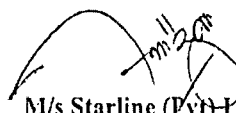
23. Without limiting the generality of the foregoing, we M/s Starline (Pvt) Limited -; represent and warrant that it has fully declared the brokerage, commission, fees etc paid or payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan 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.

24. We M/s Starline (Pvt) Limited 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.

25. We M/s Starline (Pvt) Limited, 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SELLER


M/s Starline (Pvt) Limited
Plot No.159,160 Industrial Estate,
Rahim Yar Khan



Witnesses

1. MUHAMMAD FAROOQ AZAM
42401-8036032-3

2. MUHAMMAD ADYAL ASIM
38401-9067686-7



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4 DELIVERY POINT The buyer shall indicate from time to time to the seller the desirability of being communicated in shape of allocation letter, whereas the seller is responsible to deliver the goods. However, PASSCO Management reserves the right to change or alter so communicated allocations keeping in view the emergent requirement of zones in respect of PP bags.

1	First Schedule from	01.01.2022 to	10.03.2022 or earlier (30% a)	9.8	Bales
2	Second Schedule from	11.01.2022 to	20.01.2022 or earlier (25% a)	4.88	Bales
3	Third Schedule from	21.01.2022 to	30.01.2022 or earlier (25% a)	4.87	Bales
	Total			1,950	Bales

1 Delivery Schedule. The supplier will have to confirm to the following delivery schedule hereunder:
1. This agreement comes into force with immediate effect and shall remain operative till 15th April 2022, including 15 days (15) (Late delivery) period with charges.
2. During the above period, the supplier shall supply 1,950 (15%+/-) bales of Polypropylene Bags containing 1,000 bags of 50 Kgs capacity in each bale in accordance with the delivery schedule as given hereunder.

AND WHEREAS the buyer has agreed to buy the same at the above rate subject to the Terms & Conditions containing hereunder to which stipulation the seller has consented.

NOW THEREFORE, THIS AGREEMENT WITNESSES:-
WHEREAS, the seller has agreed to supply 1,950 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51,30 (Rupees Fifty One & Thirty Paise only) per bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the seller has agreed to supply 1,950 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51,30 (Rupees Fifty One & Thirty Paise only) per bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AND WHEREAS the seller has agreed to supply 1,950 (15%+/-) PP bales of 50 Kgs capacity bag containing 1,000 bags in each bale, at the rate of Rs.51,30 (Rupees Fifty One & Thirty Paise only) per bag for the delivery as per clause 3 mentioned below inclusive of all taxes, duties, transportation, loading, unloading charges at the destination, to the buyer on delivered basis anywhere in Pakistan at the discretion of the buyer.

AGREEMENT

This agreement is made on this day of 24th February 2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, (PASSCO) incorporated under the laws of Pakistan with its registered office at 11- Kashmir Road Lahore represented by its General Manager (Commercial) (hereinafter referred to as the "Buyer" which terms wherever the context so permits includes its successors in interest of the first party) AND M/s Ashraf Poly (Pvt) Limited, 21 KMI GT Road opposite Al Akhwan Chemicals Muridke, (hereinafter referred to as "Seller" which terms wherever the context so permits includes its successors in interest of the second party).

Non-Judicial

Rs 1,200/-

E-STAMP

PA-1118 02084CFF8F852111

5. **SPECIFICATIONS** Besides those listed below the PP bags must be as per specifications approved given hereunder:-

Bags Specifications

Tubular Woven P.P.Bags manufactured from prime virgin material with hemmed bottom and heat cut mouth ends on made of ultra violet stabilized polypropylene or with ultra violet stabilizer mixed with polypropylene for packing of wheat. In both the cases, the contents of UV stabilizer should not be less than 0.35%.

- | |
|--|
| a. Size Outside width = 59 cm (23") = 1.5 cm/0.5 inches |
| b. Outside Length = 100 cm (39") = 1.5 cm/0.5 inches |
| c. Tape= Denier, 950 ± 3% material UV Stabilized polypropylene or UV stabilized mixed polypropylene with tape width 2.5mm |
| d. Weave 11 Tape X 11 tape per inch |
| e. Weight 115 Grams = 5% |
| f. Capacity 50 Kg for wheat grains |
| g. Colour: Translucent |
| h. Bottom seam The bottom of the bag should be folded once at sewn. The width of fold should be 2.54cm (1 inch) |
| i. Stitching. Acid resistant thread of Nylon or polypropylene of 1000 denier should be used. Chain stitch should be used for sewing with at least 4 stitches per inch. The stitching should be uniformed without any loose thread. |
| j. Drop Strength. The bag filled with 50 Kg wheat should be able to withstand without bursting at least 6 drops from a height of 16 feet when dropped flat. |
| k. Printing. Printing design will be printed on one side of the bag in single Green colour. |
| l. Printing Ink. Non fading water proof ink should be used. |
| m. Packing, 1000 PP Bags in one bale wrapped in new polypropylene woven fabric |
| n. Net Weight of each Bale: not less than 115 Kg |
| o. UV Stabilizer: ≥ 0.35 |

- a. **NOTE.** The bag should bear stencilled mark as "PASSCO WHEAT CROP-2022 along with Monogram of PASSCO in green colour with Green border line and also written in Urdu that 50 کلوگرام سے زیادہ کی مقدار اور 50 کلوگرام سے کم کی مقدار" in green colour" with the initials or name of the Firm. The bags without Mark will not be acceptable and if such bags are found in the bales, the same shall be replaced or payment for such bags shall not be made.

6. **Price of Polypropylene Bags**

- a. The seller shall charge Rs. 51.30 (Rupees Fifty One & Thirty Paise only) per stencilled bag on delivered basis anywhere in Pakistan inclusive of all duties, taxes, charges such as sales tax, export tax, octroi, loading, transportation, and unloading charges etc. at the destination.
- b. In case, the seller sells the PP bags on lower rates to any other agency during the currency of this agreement, difference of price will be paid by seller to PASSCO or PASSCO would have right to deduct the same amount from bills of "Seller", as the case may be.

7. **Security Deposit** The second party has deposited 2% bid security Rs. 6,500,000/- vide Banker's Cheque No.09227042 Dated 27.01.2022 with Tender documents. Further remaining security in shape of Pay order vide NO. 09227049 dated 10.02.2022 deposited by the party amounting to Rs.502,450/- for completion of 7% performance. The same will be refunded after successful completion of work. This bid Security /performance guarantee shall be refunded on successful completion of agreement / contract.

8. Polypropylene Bags offered for supply must conform to the standard specifications. Bags must be stencilled otherwise price of the PP Bag will be deducted for each un-stencilled bag.

9. **Respective Zonal Heads/OIC Liaison Office Karachi.** will dispatch the Goods Receipt Advice (GRAs) and Visual inspection reports to all concerned wings including supplier within 7 working days after receipt of goods.

10. In case of rejection of PP bags by the Inspection Team, the supplier will be responsible to replace the defective/below specification PP bags within three days at the same destination (albeit within the contracted period), failing which party will be considered as a defaulter and action will be initiated accordingly by PASSCO.



11. The supplier may represent, against the decision to the Management of PASSCO within three days of the inspection and may also ask for joint inspection. Decision of Managing Director PASSCO on the report of joint inspection will be final and binding on both parties."

12. In case, part or whole consignment of PP bags is found defective below standard/less in count as against laid down specifications at destination, the recipient Zonal Head/OIC Liaison Office Karachi shall inform the A/GM (Comm) and Inspection Team immediately through fax, email followed by post (not later than three days of its arrival). The objected consignment shall subject to joint inspection (by reps of PASSCO and supplier) at the destination. Subject to the recommendation of the joint inspection team, supplier will replace the defective quantity at party's cost within 7 days of the issuance of replacement order at PASSCO's discretion or otherwise. PASSCO may reduce the contracted quantity to the extent of defective quantity and then the supplier shall not be deemed to have defaulted. If however, the supplier fails to replace the defected quantity of PP bags as ordered by PASSCO, the supplier shall be considered as defaulted and be dealt with accordingly.

13. Payment: 100% payment will be made by F&A Wing within 15 working days on Production of documents by contractor i.e. bill, inspection report (Original), GRA (pink colour) Invoices and sales tax invoices to Commercial Wing PASSCO, Lahore.

14. In case of late delivery, PASSCO will charge late delivery charges (LD) at rate of 2% of the cost of the delayed stock of PP bags for each 15 days or part thereof provided that are delivered within 15 days of the last date of each delivery schedule as laid down in the schedule for every consignment.

15. The supplier will strictly adhere to the delivery schedule as given in clause-3 above. In exceptional cases, extension in delivery schedule may be sanctioned by the Managing Director, PASSCO on specific and justified request of the seller; however the decision of MD will be final and binding.

16. In case, the supplier fails to deliver the agreed quantity or part thereof beyond 15 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement and forfeit security deposited, proportionate to the quantity defaulted. Additionally, PASSCO should purchase defaulted quantity of PP bags at risk and cost of seller, in that case extra expenses incurred by PASSCO shall be recoverable from the defaulted supplier either from the pending bills, payment, dues/securities or through legal recourse.

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

18. Terms and conditions indicated in Tender Notice and Tender Documents will be part of this agreement.

19. If second party (Seller) violates any term or condition of this agreement, it is sole prerogative of PASSCO authority to forfeit security amount and rescind the agreement.

20. FORCE MAJEURE

20.1 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.

20.2 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.

20.3 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.

20.4 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.

21. 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.






E-STAMP


CONTINUATION SHEET

- 22. In witness whereof, the parties hereto have affixed their signature at Lahore on the date
aforementioned.
- 23. 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 & ON BEHALF OF BUYER

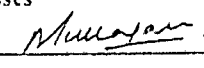

A/General Manager (Commercial)

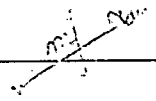
FOR & ON BEHALF OF SUPPLIER


M/s Ashraf Poly (Pvt) Limited, 21 KM GT
Road opposite Al Akhwan Chemicals
Muridke.



Witnesses

- 1. 

- 2. 

- 1. MUHAMMAD ADNAN ASIM
CNIC No. 38401-9087696-2
- 2. MUHAMMAD FARAZ AZHAR
CNIC No. 43401-8036039-3




DECLARATION BY SELLER

22. We M/s Ashraf Poly Pack -, 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.

23. Without limiting the generality of the foregoing, we M /s Ashraf Poly Pack -; 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.

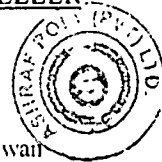
24. We M /s Ashraf Poly Pack certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and/or PASSCO has not taken or will not take any action to circumvent the above declaration, representation of warranty.

25. We M /s Ashraf Poly Pack, 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.

26. Notwithstanding any rights and remedies exercised by GOP and/or PASSCO in this regard, (the Seller) 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 Seller) 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 National Food Security & Research Islamabad or any other entity owned or controlled by it (GOP).

FOR AND ON BEHALF OF SELLER

M/s M /s Ashraf Poly Pack
21 KM GT Road opposite Al Akhwan
Chemicals Muridke.



Witnesses

1. MUHAMMAD ADNAN ASIM
38401-9067686-7
2. MUHAMMAD FARUQ AZAM
42401-8030032-3

(Handwritten signatures of witnesses)