

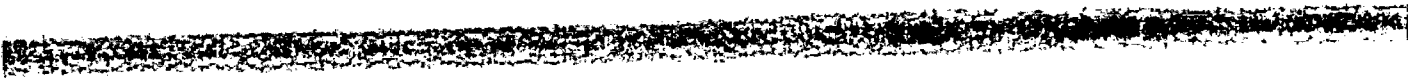
**PUBLIC PROCUREMENT REGULATORY  
AUTHORITY (PPRA)**

**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 Annual Demand For Purchase of 21,500 kgs A.P. Tablets
- TENDER NUMBER TS470985 E
- BRIEF DESCRIPTION OF CONTRACT Required For Safety of  
Stocks
- TENDER VALUE 37,797,000
- ENGINEER'S ESTIMATE N/A  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD Up to 30.06.2022
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL  
PROCUREMENT PLAN? Yes / No
- ADVERTISEMENT :
- (i) PPRA Website TS470985E 26.01.2022 Yes / No  
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers Naw-e-Waqt & Dawn News Yes /  
No  
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 23.02.2022 11:30 AM
- NATURE OF PURCHASE Local / International
- EXTENSION IN DUE DATE (if any) Yes / No

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



**PUBLIC PROCUREMENT REGULATORY**  
**AUTHORITY (PPRA)**  
**(As Per Rule 47 of PP Rules, 2004)**

**CONTRACT AWARD PROFORMA – II**

To Be Filled And Uploaded on PPRA Website In Respect of All  
Public Contracts of Works, Services & Goods.

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

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER \_\_\_\_\_  
1. M/s Agimoxe, (Pvt) Limited, 30-B Solly Town,  
Heshbunpura Road Near Jorey Pull, Lahore.

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

➤ NEED ANALYSIS (Why the procurement was necessary?) \_\_\_\_\_  
For Safety of Stock

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE  
REASONS (Briefly describe) \_\_\_\_\_  
N/A

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS \_\_\_\_\_ Yes / No
  
- DATE OF CONTRACT SIGNING 10.3.2022  
(Attach a copy of agreement)
  
- CONTRACT AWARD PRICE 1758 per kg
  
- 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  
\_\_\_\_\_  
\_\_\_\_\_

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Statement of Tender Documents Purchase 21,500Kgs (15 % +/-)  
Aluminium Phosphide Tablets Wheat Crop 2022

Sr.No	Party Detail	Receipt #
1	Edgro Private Ltd	27344
2	Z.R Engineering	27349
3	Agri More Private Ltd	27351

M. KIASAS

A. G

CASH CELL

DATED: 07/02/22

- a. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders.
- i. The bid found to be the most advantageous bid shall be accepted.
- 12.5 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.

**EVALUATION OF BIDS**

- 13.1 A bid determined as non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 13.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive. The bids will be evaluated as a whole.
- 13.3 It will be examined in detail whether the items offered by the company complies with the Technical specifications as provided in this tender document as per Annex-A. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection.
- 13.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the company / firm.
- 13.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by PASSCO (if deemed appropriate), provided such waiver does not prejudice or affect the relative ranking of any other company / firm.

**4. PROCESS TO BE CONFIDENTIAL**

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

**5. TECHNICAL EVALUATION COMMITTEE (TEC)**

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

**16. AWARD CRITERIA & PASSCO'S RIGHT**

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

Subject:- PURCHASE OF 21,500 KGS A.P TABLETS.

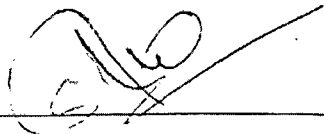
The committee was constituted by Commercial Wing vide Letter No. 241 dated 27.01.2022 comprising the following offices/officials. Technical committee was constituted to evaluate, analyze, examine & check suitability of technical proposals, evaluation report.

1	Muhammad Ayub, DPM (A&I Wing)	Convener
2	Mr. Shehzad Ali Khan, PI (A&I Wing)	Member
3	Mr. Burhan Abbasi, API (Field Wing)	Member

The technical committee was assigned task in accordance with following requirements/criteria set forth for AP Tablets Technical checklist is as under:-

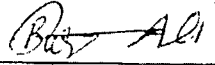
Sr#	Required Documents	ZR	AGRIMORE	EDGRO
1	Application letter of Intent for participation in tendering process.	Provided	Provided	Provided
2	Firms must have valid experience in supplying of "Aluminum Phosphide Tablets" to public / private sector organizations	Provided	Provided	Relevant experience Not Provided
3	Provide 2 samples of A.P. Tablets as per required specifications for Laboratory Test	Provided	Provided	Provided
4	Firm must attach valid bank statement in original showing financial stability of the firm.	Provided	Provided	Provided
5	Copy of Income Tax / Sales Tax Registration	Provided	Provided	Provided
6	Fresh Certificate from Manufacturers.	Provided	Provided	Provided
7	Registration certificate, registered with the Government of Pakistan in terms of Agricultural Pesticides Ordinance 1971.	Provided	Provided	Provided (on another's company name) in the name of Nokon Pvt.Ltd
8	Copy of authorized dealership or distributorship or manufacturers firms certificate.	Provided	Provided	Provided
9	Office details at Lahore and other cities (if applicable) with Phone Numbers/Addresses.	Provided	Provided	Provided
10	Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any Government / Semi Government Department as per Specimen at Annex-B.	Provided	Provided	Provided
11	Certificate on company's letterhead that the firm would supply Aluminum Phosphide Tablets" For Wheat Crop 2021.	Provided	Provided	Provided
12	Noncompliance to the supply of required quantity may result in immediate termination of "Acceptance/Supply Order/Agreement" leading to forfeiture of earnest money / performance security and blacklisting of firm as per Specimen at Annex-C.	Provided	Provided	Provided
13	Lab Test Report	AS per specs	AS per specs	Not as per specs

3. The committee technically evaluated and analyzed the documents and samples provided by all parties were sent to Pakistan Council of Scientific & Industrial Research (PCSIR) Lahore for laboratory tests and lab test reports received on 17.02.2022. The technical evaluation report alongwith original lab test reports are forwarded herewith for further necessary action, please.



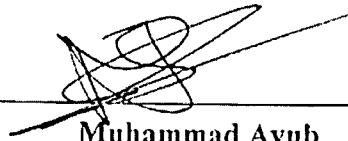
**Mr. Shehzad Ali Khan**

PI/(A&I) Wing  
Member



**Mr. Burhan Ali**

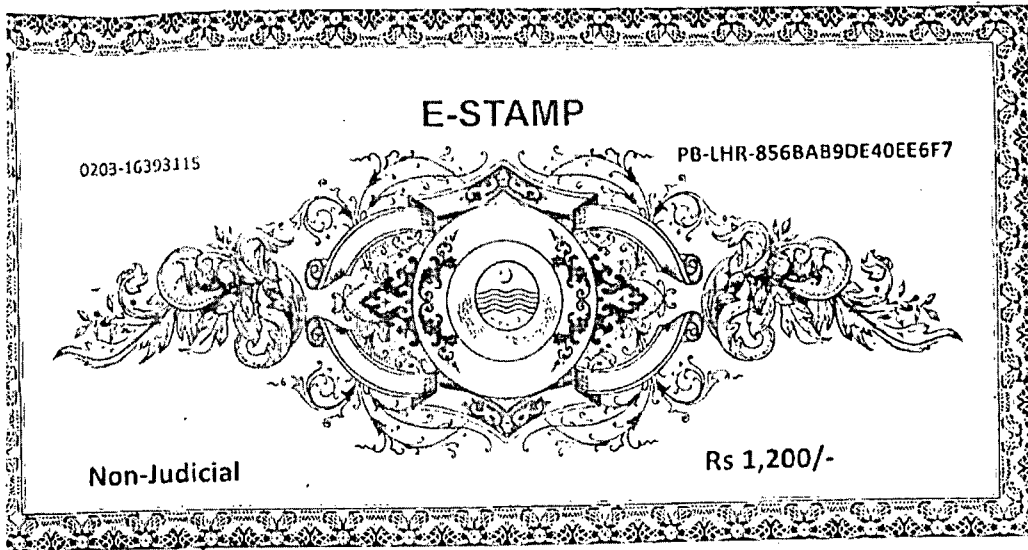
API/Field Wing  
Member



**Muhammad Ayub**

DPM (A&I)  
Convener





Description : CONTRACT - 22A(a)(i)  
 First Party : Agrimore Private Limited [10000-0000000-0]  
 Second Party : Pakistan Agricultural Storage and Services Corporation [10000-0000000-0]  
 Agent : Syed Ali Tahir Zaidi [35202-5448169-7]  
 Stamp Duty Paid by : Pakistan Agricultural Storage and Services Corporation [10000-0000000-0]  
 Issue Date : 09-Mar-2022, 12:34:44 PM  
 Paid Through Challan : 2022B10AABC49E77  
 Amount In Words : One Thousand Two Hundred Rupees Only

**AGREEMENT**

This agreement is made on 10.03.2022 at Lahore between M/S Pakistan Agricultural Storage & Services Corporation Limited, having its registered office at 11 – Kashmir Road, Lahore through General Manager Commercial (hereinafter referred to as “BUYER” which term wherever the context so permits includes its successors in office legal representatives, assigns etc.) of the first party.

AND M/S Agrimore , (Pvt) Limited 30-B Sally Town, Herbancepura Road Near Jorray Pull, Lahore, referred to as “SELLER” which term wherever the context so permits includes its successors in office, legal representative and assigns etc.) of the second party.

WHEREAS the seller has offered to supply 21,500 Kgs Aluminum Phosphide Tablets (15% +/-) on discretion of PASSCO @ Rs1,758/-(Rupees One Thousand Seven Hundred Fifty Eight-Only) per Kg on delivered basis at PASSCO Godowns Khanewal, subject to terms and conditions contained hereunder.

1. This Agreement will come into force with immediate effect and shall remain operative till 30.06.2022 including LD period.
2. During above period the Seller shall supply 21,500 Kgs (15% +/-) Aluminium Phosphide Tablets (fresh stock) on discretion of PASSCO of the given specifications @ Rs.1,758/-(Rupees One Thousand Seven Hundred Fifty Eight Only) per Kg on delivered basis inclusive of all taxes, duties & charges etc. at PASSCO Godowns Khanewal upto 15.06.2022. Unloading charges at the destination will be borne by the Supplier. Schedule given below:-

Upto 15.06.2022	-	21,500 Kgs
<b>Total</b>	<b>-</b>	<b>21,500 Kgs</b>

**SPECIFICATIONS:**

3. Aluminum Phosphide Tablets shall mainly be composed of extra pure finely ground Aluminum Phosphide together with a compound, which shall be added to prevent self-combustion. Each tablet shall possess the following characteristics. The material shall consist essentially of Aluminum Phosphide as active ingredient with suitable fire retardant and binding material and shall be in the form of tablets:-

a.	Aluminum Phosphide content by weight JAOAO 26.559 (1943). Aluminum Phosphide must be free from PB, CD & AS.	Min: 56%
b.	Inert substances as Hydro phonic and fire retardant agents and tablets aids.	Max: 44%
c.	Total release of PH3	Gas: 33%
d.	Tablets shall start evolving PH3 gas at least 30 minutes after tablets have been unpacked.	
e.	Weight of Tablet	3 Grams



f.	Evolving of PH <sub>3</sub> gas shall stop after 120 hours of un-packing of tablets. Ash must be free of PB, CD & AS.	
g.	Tablets when exposed to atmospheric humidity and temperature shall not show any evidence of spontaneous combustion. The composition of the tablets shall include a suitable fire-retarding agent.	
h.	The tablets must be resistant against abrasion and shall not be in a broken condition when un-packed.	

4. **Shelf life:** The Shelf life of the store should not be less than twenty months from the date of delivery of consignment.

5. **Packing:** The tablets shall be packed in tins containing 333/500 tablets each and 20/14 bottles/flasks shall be packed in one carton. Each bottle shall be stippered with air-tight non-reactive plastic stippers and packed in one heavy overseas carton with heavy polythene liners. Alternatively manufacturer standard packing shall also be accepted.

6. The Seller has deposited Financial instruments Rs.800,000/- vide BC No. 08977848 dated 04.02.2022 and Rs.1,845,790 vide BC No. 02757546 dated 09.03.2022 totaling to Rs. 2,645,790/- (Rupees Twenty Six Lac Forty Five Thousand Seven Hundred And Ninety Only) as Security at the rate of 7% of the contract value. The same will be refunded on successful supply of contracted quantity.

#### INSPECTION / TEST.

7. Inspection of goods will be carried out by a committee constituted by Commercial Wing PASSCO and Representative of supplier within 3 days on receipt who will ascertain the general condition of the containers. If the bottles/packing material is fit/OK (airtight) tablets are not in broken condition/without ash then the board will draw one representative sample from each batch and will be got tested from any Government laboratory as the buyer may deem fit, **Lab test report to be communicated to GM (Commercial) immediately. Lab test charges will be borne by the Seller.** If stocks through visual inspection are not found according to the standard/specifications as laid in the contract the Convener Committee will inform the supplier as well as to GM (Commercial) of the observation of visual inspection. If the visual inspection report is negative, the stocks will not be accepted. The stock will only be accepted in case the visual inspection report as well as Lab test reports are found fit/ok.

8. 100% payment will be made within 15 days of the date of receipt of the bill duly supported by original goods receipt advice (pink colour), inspection report, laboratory test report and Sales Tax Invoice.

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

10. In case of late delivery, PASSCO will charge Late Delivery (LD) charges at the rate of 2% of the cost of A P Tablets for the delay of each 10 days or part thereof provided they are delivered within 20 days of the last date of delivery as laid down in the schedule.

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

12. In case supplier fails to deliver the agreed quantity of Aluminum Phosphide Tablets or part thereof beyond 20 days of the final delivery date in respect of any consignment/schedule, PASSCO may rescind the agreement, forfeit security deposited. Additionally PASSCO may purchase defaulted quantity of A P Tablets at risk and cost basis, in that case, extra expenses incurred by PASSCO shall be recoverable from the defaulting supplier either from pending bills, payments and dues/security or through legal re-course.

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

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

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

#### 16. FORCE MAJEURE

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

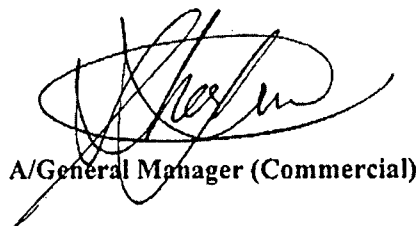
16.2 If by reasons of Force Majeure, the items cannot be delivered by the due delivery date, then the delivery date may be extended on the written request of supplier **Except in extreme circumstances that may be granted by MD PASSCO on case to case basis.**



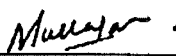
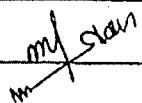
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CONTINUATION SHEET

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


**FOR AND ON BEHALF OF BUYER**

  
A/General Manager (Commercial)

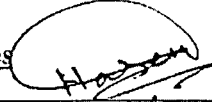
**Witnesses**

1.   
2. 

**FOR AND ON BEHALF OF SELLER**

  
M/s M/s Agrimore (Pvt) Limited 30-B  
Sally Town, Herbancepura Road Near  
Jorray Pull, Lahore.

**Witnesses**

1.   
2. 