

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. **PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC)**
- FEDERAL / PROVINCIAL GOVT: **FEDERAL GOVERNEMENT**
- TITLE OF CONTRACT: **TENDER FOR PROCUREMENT/SUPPLY OF UNIFORMS FOR PNSC'S PERMANENT, CONTRACTUAL AND DAILY WAGES STAFF FOR FINANCIAL YEAR 2022-2023,**
- TENDER NUMBER: **PRCD/UNRM/P/C/DW/2022-23/147**
- BRIEF DESCRIPTION OF CONTRACT: **PROCUREMENT/SUPPLY OF UNIFORMS FOR PNSC'S PERMANENT, CONTRACTUAL AND DAILY WAGES STAFF FOR FINANCIAL YEAR 2022-2023,**
- TENDER VALUE: **PKR: 1,121,840/-**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **FORTY-FIVE (45) DAYS**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **YES**
- ADVERTISEMENT :
 - (i) PPRA Website: **YES, 21/07/2022 – (TS486047E)**
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) NEWS PAPERS: **N/A,**
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME): **16/08/2022 – (11:30 A.M)**
- NATURE OF PURCHASE: **LOCAL**
- EXTENSION IN DUE DATE (If any): **NO**
- NUMBER OF TENDER DOCUMENTS SOLD: **FREE OF COST-AVAILABLE AT www.pnsc.com.pk**
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **YES.**



➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS: **YES**.

➤ 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: **CHAIRMAN (PNSC)**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**

➤ NUMBER OF BIDS RECEIVED: **TWO (02)**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: **YES**

➤ WHETHER INTEGRITY PACT WAS SIGNED: **N/A**



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: **YES**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: **M/S. THE UNIFORM - ADDRESS: PLOT NO. 147, TAYYABABAD, BLOCK – 5, FEDERAL B AREA, NEAR DARBAR-E-SULTAN, KARACHI.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID): **SINGLE RESPONSIVE & MOST ADVANTAGEOUS BIDDER**
- NEED ANALYSIS (Why the procurement was necessary?) **YES – Three (03) Uniforms given to 171 Liveried Staff i.e. Permanent, Contractual & Daily Wage Staff on Yearly Basis.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS: **NO**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **YES**
- DATE OF CONTRACT SIGNING: **29-SEPTEMBER-2022**
(Copy of agreement is attached)
- CONTRACT AWARD PRICE: **PKR: 1,121,840/-**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **YES**
(Final Bid Evaluation Report is attached)
- ANY COMPLAINTS RECEIVED: **NO**
(If yes result thereof)
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS: **NO**
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA: **NO**
(If yes give details)
- SPECIAL CONDITIONS, IF Any: **NO**
(Give Brief Description)

[F.No.2/1/2008PPRA-RA.III]





29 SEP 2022

RUPEES ONE HUNDRED ONLY

STAMP VENDOR
 No. 17 C/O Seat No. 44 SHED A
 City Court Karachi (Pakistan)

025183 TAHA SIDDIQUI
 ADVOCATE
 15126/L C/Khi

FORM OF CONTRACT

THIS CONTRACT is made and entered into at Karachi on the 29th Day of September 2022.

– BY & BETWEEN –

PAKISTAN NATIONAL SHIPPING CORPORATION is a Statutory Corporation established under the Pakistan National Shipping Corporation Ordinance No. XX of 1979, having its Head Office at PNSC Building, Moulvi Tamizuddin Khan Road, Karachi Pakistan (hereinafter referred to as the "Corporation" which expression wherever the context so permits shall include the legal representatives and assigns), party of the ONE PART.

– AND –

M/S THE UNIFORM duly organized and existing under the laws of ISLAMIC REPUBLIC OF PAKISTAN, having its registered office at PLOT NO. 147/148, FB Area, Block No. 5, Karachi (Pakistan) (hereinafter referred to as "Supplier / Contractor" which term wherever it occurs in these presents shall mean and include its successors-in-interest, executors and permitted assign); party of the SECOND PART.

(The "Corporation" and "Supplier/Contractor" hereinafter referred to individually as "Party" and collectively as the "Parties")

WHEREBY IN CONSIDERATION OF MUTUAL COVENANTS THE PARTIES HERETO AGREE AS FOLLOWS:

Uniform Supplier hereby agrees to supply 519 Nos. Uniforms for 171 PNSC's Permanent, Contractual and Daily Wages Staff. Agency / Client shall pay total amount in figure of PKR: 1,121,840/- in words (Eleven Lacs Twenty One Thousand Eight Hundred Forty Only) no extra amount shall be paid.

1. CONTRACTORS OBLIGATIONS

- I. Without prejudice to the generality of Clause-2 of the Contract, the Contractor shall not sublet the Contract.
- i. The Contractor shall be responsible for any theft and / or damage to the property of the PNSC by the act of Contract's employees (s). Contractor also agrees to indemnify and hold harmless PNSC from any and all claims, loss or damage or liabilities which may arise in the performance of this contract, directly or indirectly, caused to or sustained by the PNSC inconsequent therefore.
- ii. Quantity may increase / decrease by $\pm 15\%$ as per requirement.

THE UNIFORM

Tahsin
 Proprietor

Initial for party of the First Part _____

Initial for part of the Second Part _____

- iii. **Successful Bidder shall take measurement of the staff or Uniform shall be made on the measurement basis.**
- iv. No labour shall be provided by PNSC.
- v. Tax applicable as per Government of Pakistan/provincial Govt Rules.
- vi. If the Uniform Supplier fails to provide **519 Nos. Uniforms**, the Agency / Client may cancel the Contract and forfeit Performance Guarantee and may blacklist the firm and get the supplies through other sources at the entire risk and costs of the Uniform Supplier.
- vii. The successful bidder shall affix the Contract form and Terms and Conditions on Non-Judicial Stamp Paper of Rs. 100/- and Stamp Duty of (**@0.35 Thirty Five Paisa**) for every hundred rupees of Contract amount.

2. COMPLIANCE WITH LAWS:

The Contractor shall at all times comply with its own cost any expenses, to fulfill provisions of the Laws of Islamic Republic of Pakistani from time to time in force including labor laws, Rules and regulations in performance of respective obligation under the terms of this contract that may be applicable or made applicable in future during currency of Contract.

3. GRATIFICATION, COMMISSION AND GIFTS:

Any bribe, Commission, gifts or advantage given, promised or offered by or on behalf of the Contractor, his partner, agent or servant or any other person acting on behalf of the Contractor to any PNSC staff, employee, representative or agent of the PNSC in the relation to this Agreement render this agreement liable to immediate cancellation, and that event the contractor shall be liable to make such payments to the PNSC by way of fine or damage as may be determined by the PNSC. The decision of the Management of PNSC in this respect shall be final, conclusive and binding on the Contractor.

PNSC Management shall not be responsible for any credit given to any worker or employee of the PNSC.

4. DELIVERY LOCATION & TIME

Once the bid has been accepted and approved by the PNSC Management, Successful Bidder shall deliver / supply the required **519 Nos. Uniforms** at PNSC Admin Department, Stationery Section (Basement). Delivery of Uniforms shall be made within **45 Days** from the Purchase Order date, which shall be considered as 100% supply. In case, bidder(s) delays the 100% supply or fails to execute the Purchase Order as indicated above, **Penalty Clause No. 5, shall be applicable on them.**

5. PENALTY / LIQUIDATED DAMAGES

In the event of delay in supply of quoted product, PNSC will impose liquidated damages; bidder shall pay Liquidated Damages to PNSC at a rate of 0.1% per day of delay, subject to a maximum of ten percent (10%) of the contract amount. Also Contract may be cancelled and Performance Guarantee may be forfeited.

In case, bidder fails to execute the Purchase Order in full or in part as per delivery Clause, PNSC reserve the right to get the work executed from third party at the risk and cost of the bidder, as well as recover the amount of loss from its Performance Guarantee and / or any payment due by PNSC to the bidder.

6. DISPUTE RESOLUTION

- a. This Contract shall be governed by the laws of the Islamic Republic of Pakistan and the courts at Karachi shall have exclusive jurisdiction.
- b. Any claims, demands, cause of action, controversies, dispute (s) in relation to any matter connected with or arising out of the Contract including any question regarding its existence, breach, validity or termination and not amicably settled between the parties themselves shall be referred to arbitration by appointing a Sole arbitrator mutually accepted to the parties hereto. or to two arbitrators, one each to be appointed by the two parties, and the said Arbitrators shall appoint an Umpire before entering upon the reference, and the award of such Sole Arbitrator or the two arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall be governed by the Arbitration Act 1940 as modified or re-enacted the venue of arbitration shall be at Karachi.
- c. In case of any dispute "The Grievance Committee (GRC) shall investigate and decide upon the complaint within ten days of its receipt. If any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final".
- d. PNSC reserves the right to reject any or all bids subject to provision of PPR Rule 2004. Further, PNSC Reserves the right to accept an offer on overall cost basis and award the tender to one party/ firm.

Initial for party of the First Part _____



Initial for part of the Second Part _____

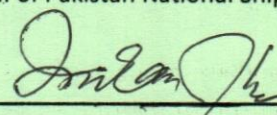
THE UNIFORM
Jalil
 Proprietor

7. FORCE MAJEURE

- a. Neither party hereto shall be liable for any breach of the obligations hereunder resulting from causes beyond its reasonable control including, but not restricted to, act of God, public enemy, flood, storms, earthquake, epidemics, fire, hostilities, war (declared or undeclared), terrorism, strikes (of its own or other employees), riots, insurrection or embargoes etc.
- b. Each of the parties hereto agrees to give notice within 10 days forthwith to the other upon becoming aware of an event falling within the ambit of this Article, detailing the Circumstances giving rise to such event.
- c. If a default due to such an event shall continue for more than Ninety (90) days then the party not in default shall be entitled to terminate this Contract. In such a case, neither party shall have any liability to the other in respect of termination of this Contract.

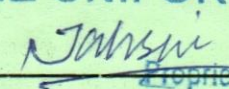
IN WITNESSTH WHEREOF, the parties hereto have signed this Contract and has caused the common seal to be affixed on the Contract in the manner hereinafter appearing on the day and year first here-in-above written.

For and Behalf of Pakistan National Shipping Corporation (PNSC)

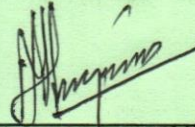
Signature: 
Name: IMRAN AKHTAR
Designation: MANAGER
Telephone No: 99204028


IMRAN AKHTAR
MANAGER (ADMINISTRATION)
PAKISTAN NATIONAL SHIPPING CORPORATION
Karachi

For and on Behalf of THE UNIFORM

Signature: 
Name: Tahir Ahmad
Designation: M.D.
Telephone No: 0343-2659907

WITNESSES:

1. 
MANZOOR ALI BIJORO
DM (ADMIN)

2. 



PAKISTAN NATIONAL SHIPPING CORPORATION

BID FORM

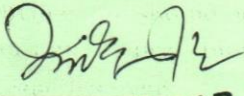
PROCUREMENT/SUPPLY OF UNIFORMS FOR PNSC'S PERMANENT, CONTRACTUAL AND DAILY WAGES STAFF

SR. NO.	DESCRIPTION	QTY	UNIT RATE (INCLUDING TAX)	TOTAL AMOUNT (INCLUDING TAX)
1	<u>SHALWAR KAMEEZ (WHITE)</u> FABRIC BRAND: NOBEL, HAROON, Or Equivalent With PNSC Monogram & Designation Embroidery	149 Nos. (Uniforms)	RS: 2,250/-	RS: 335,250/-
2	<u>PANT & SHIRT (WHITE)</u> FABRIC BRAND: NOBEL, HAROON, Or Equivalent With PNSC Monogram & Designation Embroidery	133 Nos. (Uniforms)	RS: 2,150/-	RS: 285,950/-
3	<u>PANT (BLUE) & SHIRT (SKY BLUE)</u> FABRIC BRAND: NOBEL, HAROON, Or Equivalent With PNSC Monogram & Designation Embroidery	75 Nos. (Uniforms)	RS: 2,150/-	RS: 161,250/-
4	<u>PANT (BLUE) & SHIRT (GREY)</u> FABRIC BRAND: NOBEL, HAROON, Or Equivalent With PNSC Monogram & Designation Embroidery	162 Nos. (Uniforms)	RS: 2,095/-	RS: 339,390/-
GRAND TOTAL AMOUNT OF PKR: (INCLUDING ALL TAXES)				<u>1,121,840/-</u>

NOTE:

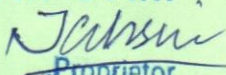
- Durable quality thread, buttons zipper and Bukram.
- All Panels should be double stitched and should be reactive dyed.
- All internal seams Interlock, Pockets, Trouser Joints, etc.
- Embroidery thread should be reactive dyed.
- Cloth should have 0% Shrinkage.
- No cloth branding panel to be visible externally.
- Fine / Narrow Stitching.

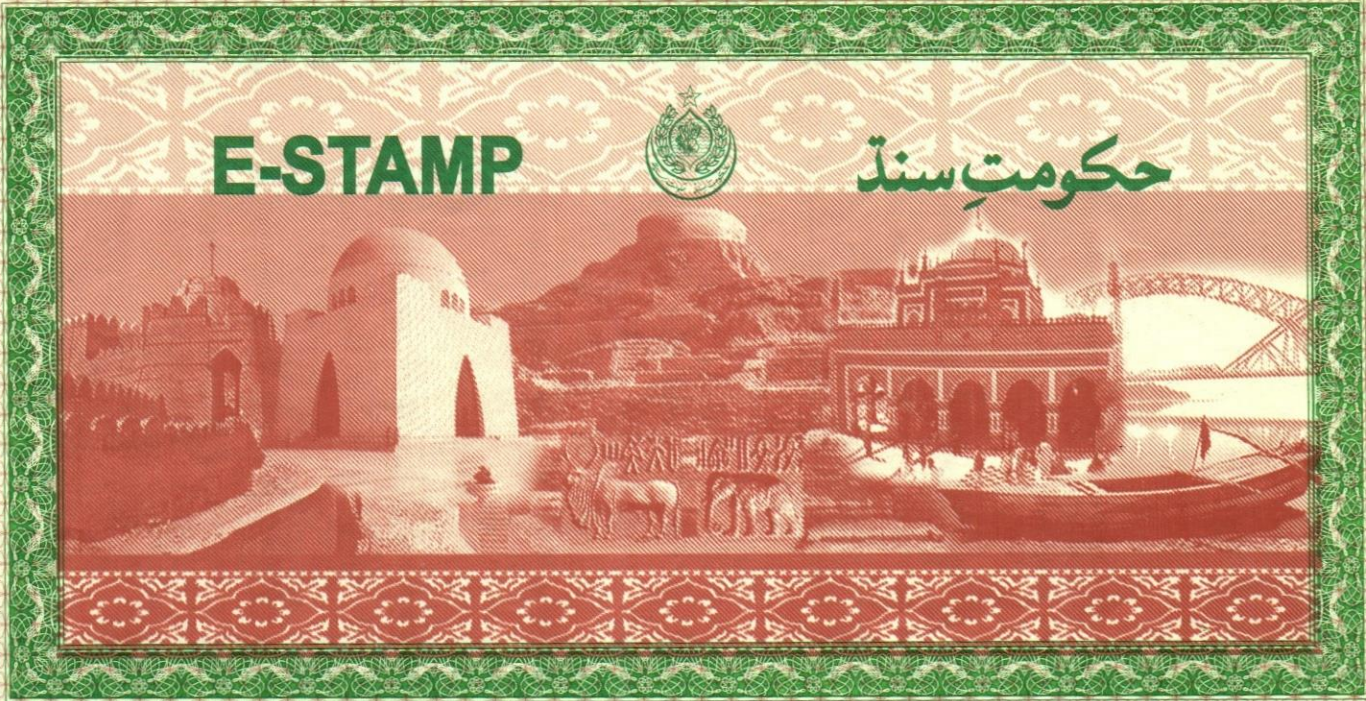
Initial for party of the First Part _____


IMRAN AKHTAR
MANAGER (ADMINISTRATION)
PAKISTAN NATIONAL SHIPPING CORPORATION
Karachi

Initial for part of the Second Part _____

THE UNIFORM


Proprietor



NBP-1067-2209290001189330

GoS-KHI-68FDBE6E17EBA82B

Non-Judicial

Rs 3,927/-

Description : Contract - 15(a)
 Principal : Pakistan National Shipping Corporation [08187517]
 Contractor : The Uniform [38141457]
 Applicant : Samreena Humayon [42101-5991691-8]
 Stamp Duty Paid by : The Uniform [38141457]
 Issue Date : 29-Sep-2022, 10:51:07 AM
 Paid Through Challan : 2022B5F2A35130DA
 Amount in Words : Three Thousand Nine Hundred and Twenty Seven Rupees Only

Please Write Below This Line

FORM OF CONTRACT

This Contract is made and entered into at Karachi on the 29th day of Sep 2022.

-BY & BETWEEN

PAKISTAN NATIONAL SHIPPING CORPORATION is a statutory Corporation established under the Pakistan national shipping corporation Ordinance No. XX of 1979, having its head Office at PNSC Building, Moulvi Tamizuddin Khan road, Karachi, Pakistan (hereinafter referred to as the "Corporation" which expression wherever the context so permits shall include the legal representatives and assigns), party of the ONE PART

-AND-

M/s. THE UNIFORM Islamic duly organized and existing under the laws of Block # 5 having its registered office at Plot # 147/148 Fb Area Karachi (Pakistan) (hereinafter referred to as "Supplier/Contractor" which term where it occurs to these presents shall mean and include its successors in interest, executors and permitted assign0 party as the "Parties")

WHEREBY IN CONSIDERATION OF MUTUAL COVENANTS THE PARTIES HERETO AGREE AS FOLLOWS:

Uniform Supplier hereby agrees to supply 519 Nos. Uniforms for 171 PNSC's Permanent, Contractual and Daily Wages Staff Agency / Client shall pay total amount in figure of PKR: 1,121,840 IN WORDS One thousand one hundred and twenty one thousand eight hundred and forty only NO EXTRA AMOUNT SHALL BE PAID.

one thousand eight hundred and forty only

Page 1 of 3

THE UNIFORM
Jahmi
Proprietor



Initial of the Proprietor *Initial for part of the second part*

FINAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. NAME OF PROCURING AGENCY : PAKISTAN NATIONAL SHIPPING CORPORATION,
2. METHOD OF PROCUREMENT : SINGLE STAGE ONE ENVELOPE PROCEDURE, AS PER RULE 36(a) of PPR 2004,
3. TITLE OF PROCUREMENT : TENDER FOR PROCUREMENT/SUPPLY OF UNIFORMS FOR PNSC'S PERMANENT, CONTRACTUAL AND DAILY WAGES STAFF FOR FINANCIAL YEAR 2022-2023,
4. TENDER INQUIRY NO. : PRCD/UNRM/P/C/DW/2022-23/147
5. PPRA REF. NO. (TSE) : TS486047E
6. DATE & TIME OF BID CLOSING : 16-08-2022 - (11:00 A.M),
7. DATE & TIME OF BID OPENING : 16-08-2022 - (11:30 A.M),
8. NO OF BIDS RECEIVED : TWO (02)
9. CRITERIA FOR BID EVALUATION : MOST ADVANTAGEOUS BID,
10. DETAILS OF BID(S) EVALUATION : DETAILS ARE AS TABULATED,

NAME OF BIDDERS	MARKS		EVALUATED COST	RULES/ REGULATION/ SBD*/POLICY/ BASIS OF REJECTION/ ACCEPTANCE AS PER RULE 35 OF PP RULES, 2004
	TECHNICAL	FINANCIAL		
M/S. THE UNIFORM,	-	Lowest	<u>PKR: 1,121,840/-</u>	Accepted as per PPRA Rule No. 38, being a Most Advantageous Bidder.
M/S. INNOVATIVE SOLUTION,	-	2 nd Lowest	<u>PKR: 2,861,483/-</u>	2 nd Lowest Bidder

MOST ADVANTAGEOUS BIDDER : M/S. THE UNIFORM,

11. Any other additional/supporting information, Scanned Comparative Statement Report is attached.

SIGNATURE:

ALI IMAM QADRI
General Manager (Procurement)

OFFICIAL STAMP:

Standard Bidding Documents (SBD).

ADMINISTRATION DEPARTMENT

TENDER NO. PRCD/UNRM/P/C/DW/2022-23/147

August 18, 2022

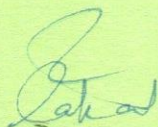
Subject: Procurement of Uniforms for PNSC's Permanent, Contractual and Daily Wages Staff for FY 2022-23.

M-17

1. Pursuant to Management's approval at Min-02 ante, the Tender Committee constituted for the purpose opened the received bids invited as per Clause 36(a) of PPRA Rules 2004 on published date / time i.e. 16th August 2022 at 11:30 hours at Conference Room, 1ts Floor, PNSC Building, Karachi in presence of representatives of bidding firms and Procurement Department of PNSC.
2. In response, following Two (02) firms have submitted their bids which are at flags "E" and "F" respectively. Base on the published Qualification / Eligibility Criteria, the Tender Committee scrutinized the bidding documents and fabric samples submitted by each firm. The Comparative Statement of the received offers is prepared and tabulated below:

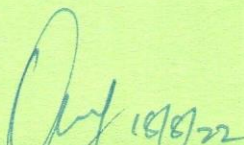
Sr. No.	Particular of Uniforms (For Permanent, Contractual and Daily Wages Staff of PNSC)	Total Quantity Required	M/S. The Uniform (1)		M/S. Innovative Solution (2)	
			Total Bid Amount (Including Tax)	2% Earnest Money / Bid Security Amount	Total Amount (Including Tax)	2% Earnest Money / Bid Security Amount
1	149 Shalwar Kameez (White), 133 Paints Shirts White, 75 Blue Pants and Sky Blue Shirts, 162 Blue Pant Grey Shirts	519	Rs. 1,121,840	Rs. 22,436	Rs. 2,861,483	Rs. 57,230

3. As per above Comparative Statement, M/s. The Uniform is the most advantageous bidder with the total quoted amount of Rs. 1,121,840/- (including Tax) for Procurement of 519 Uniforms for PNSC's Permanent, Contractual and Daily Wages Staff for FY 2022-23.
4. Submitted for approval of above para 3 please.



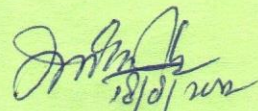
Fahad Memon
DM (HR)

Member Tender Committee



Kashif Kamran Khan
DM (Finance)

Member Tender Committee



Imran Akhtar
MGR (Admin)

Chairman Tender Committee