

# 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 RENEWAL OF MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES FOR ONE YEAR
- TENDER NUMBER: PRCD/MCFE/2022-23/146
- BRIEF DESCRIPTION OF CONTRACT: RENEWAL OF MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES FOR ONE YEAR
- TENDER VALUE: PKR: 1,124,227/-
- ENGINEER'S ESTIMATE: N/A  
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: FIFTEEN (15) DAYS AFTER ISSUANCE OF PURCHASE ORDER
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES
- ADVERTISEMENT :
  - (i) PPRA Website: YES – 31/08/2022 – (TS489031E)
  - (ii) NEWS PAPERS: NO.  
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME): 15/09/2022 – (11:30 AM),
- NATURE OF PURCHASE: LOCAL
- EXTENSION IN DUE DATE (If any): N/A
- NUMBER OF TENDER DOCUMENTS SOLD: FREE OF COST–AVAILABLE AT [www.pnsc.com.pk](http://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 JLOGIC INNOVATIONS, ADDRESS: SUITE NO. 520, 5<sup>th</sup> FLOOR, ANUM BLESSING BLDG, BLOCK -7/8, SHAHRAH-E-FAISAL KARACHI.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, LOWEST BIDDER): **FIRST LOWEST & MOST ADVANTAGEOUS BIDDER**
- NEED ANALYSIS (Why the procurement was necessary?) **IN ORDER TO CONTINUE SUPPORT AND UPGRADES, IT IS NECESSARY TO RENEWAL OF MCAFFEE COMPLETE ENDPOINT PROTECTION BUSINESS FOR ONE YEAR, TO PROTECT AND SECURE COMPUTERS AND NETWORKS FROM VIRUS THREATS/ATTACKS.**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS: **N/A**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **YES**
- DATE OF CONTRACT SIGNING: **01/NOVEMBER/2022**  
(Agreement is attach)
- CONTRACT AWARD PRICE: **PKR: 1,124,227/-**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **YES**  
(Final Bid Evaluation Report is attach)
- ANY COMPLAINTS RECEIVED: **NO**
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS: **NO**
- DEVIATION FROM QUALIFICATION CRITERIA: **NO**
- SPECIAL CONDITIONS, IF Any: **NO**  
[F.No.2/1/2008PPRA-RA.III]





**ZEESHAN STAMP VENDOR**Licence No 14 Shop No A-6 Block-17 Ruffi Heights  
Phase-I Gulistan-e-Johar Karachi

21 OCT 2022

RUPEES TWO HUNDRED ONLY

S No. 28933 Date.....  
 Issued to With Address..... **ZAHID MEHMOOD**  
 Through With Address..... **Advocate High Court**  
 Purpose..... **Reg. No. 4494, Karachi**  
 Value Rs..... Attached.....  
 Stamp Vendor's Signature.....

**FORM OF CONTRACT**

THIS CONTRACT is made and entered into at Karachi on the 01-10-22 Day of NOVEMBER 2022.

- BY &amp; 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 JLOGIC INNOVATIONS duly organized and existing under the laws of Pakistan having its registered office at Suite# 520 5<sup>th</sup> FLOOR ANUM BLESSINGS BLDNG SHAHRA-e-FAILSAL Karachi (Pakistan) (hereinafter referred to as "Service Provider" 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 the "Service Provider" hereinafter referred to individually as "Party" and collectively as the "Parties")

**WITNESSETH THAT**

Whereas, bid has been received by the Agency / PNSC for the Renewal of McAfee Complete Endpoint Protection Business License with Business Support and Upgrades for One Year (No. of 221 Users) hereinafter called the "Works", and the quotation of the Service Provider / Contractor for the said works has been accepted by the Agency/PNSC.

NOW THEREFORE, for and in consideration of the promises, covenant and contract hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

- In consideration of the covenants and Contract to be kept and performed by the Service provider/Contractor, and for the faithful performance of this Contract, and the completion of the Works embraced therein according to the Specifications and Conditions herein contained and referred to, the Agency/PNSC shall pay, and the Service provider/Contractor shall receive and accept as full compensation for everything furnished and done by the Service provider/Contractor under this Contract, the Contract Price of **PKR: 11,24,227/=** stipulated in the Letter of Award, at the times and in the manner prescribe by the Conditions of Contract.
- The Service provider/Contractor shall provide prompt Support, Services and maintenance, for One Year from the date of signing of this agreement or date of McAfee License Renewal for 221 users with following terms and conditions:

**TERM'S AND CONDITION'S**

- Bidder should provide onsite and online Preventive maintenance, support & services for system health (McAfee) and deployment of new versions, hot fixes, Patches, up-gradation etc. whenever available at principle website and necessary arrangement to protect the Servers and Clients from any type of threat.
- Bidder should provide Onsite and online support whenever needed, In case of emergency onsite / online support, services, upgrades etc will be provided immediately.
- Selected bidder shall deliver **McAfee Complete Endpoint Protection Business Product License with Support** to PNSC MIS Department within 15 Days of the award of Tender. The delivery of License shall be evidenced through a Delivery Challan duly countersigned by In-Charge (MIS) PNSC.





4. Bidder should provide onsite Preventive support & services for system health and deployment of hot fixes, Patches, up-gradation etc, and online support whenever needed, In case of emergency onsite/ online support and services will be provided immediately.
5. Payment shall be made within 30 (working days) from the date of submission of bills and Delivery Challan containing acknowledgement of receipt by In-Charge (MIS) PNSC.

**PENALTY / LIQUIDATED DAMAGES**

In the event of delay in rendering required services, PNSC will impose liquidated damages; bidder shall pay Liquidated Damages to PNSC at a rate of 0.2% 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 Work Order in full or in part as per delivery Clause, PNSC has 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.

Initial for party of the First Part \_\_\_\_\_

Initial for part of the Second Part \_\_\_\_\_

**LAW GOVERNING CONTRACT AND LANGUAGE**

The Contract shall be governed by the laws of Pakistan, and the language of the Contract shall be English.

**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. 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.

**TERMINATION FOR DEFAULT**

PNSC, without prejudice to any other remedy for breach of Contract, by giving one month written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

- a. If the Contractor fails to complete the contracted works / Services, within the period/s allowed specified in the Contract or within any extension thereof granted by PNSC;
- b. If the Contractor fails to perform any other obligation/s under the Contract and/or violation/contravention of any other terms and conditions mentioned therein;
- c. If the Contractor assigns any of this service and/or in case of found corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If the PNSC during the completion period of the Contract has reason to believe that Contractor will not be able to fulfill obligations under the contract.

**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: DANISH MERAJ

Designation: MANAGER (MIS)

Telephone No: 9920 3977

For and on Behalf of JLOGIC INNOVATIONS (Supplier/Bidder)

Signature: \_\_\_\_\_

Name: Sheikh Abdul Hannan

Designation: Technical Manager

Telephone No: +92-21-34150828

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_







## PAKISTAN NATIONAL SHIPPING CORPORATION

### RENEWAL OF MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES (WITH ONE YEAR SUPPORT) FOR PNSC

#### BID FORM

SR. #	SPECIFICATION	U.O.M	QTY	UNIT PRICE (WITH ALL TAXES)	TOTAL PRICE (WITH ALL TAXES)
1	MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES FOR ONE YEAR.	USER.	221	PKR: 5,087/-	PKR: 1,124,227/-

TOTAL AMOUNT IN RUPEES: Eleven lac Twenty four thousand & Two hundred & twenty Seven Rupees Only/=

Initial for party of the First Part \_\_\_\_\_



Initial for part of the Second Part \_\_\_\_\_





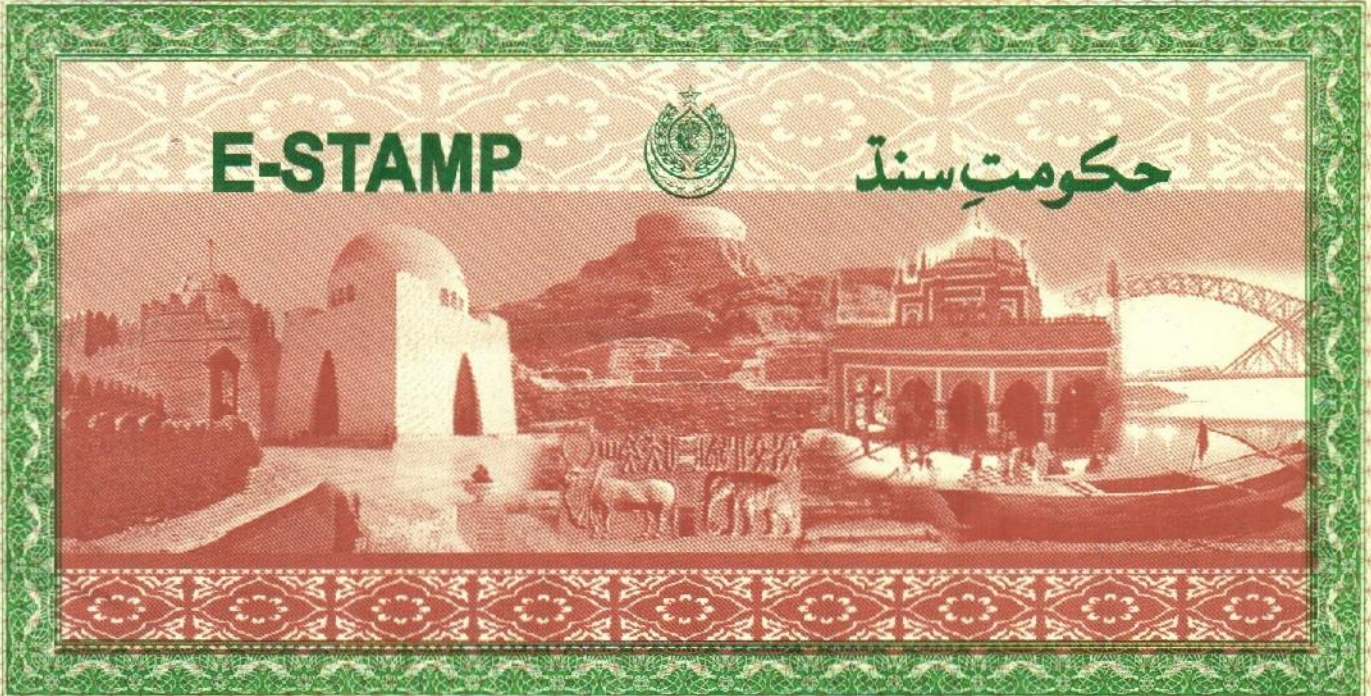
233624



E-STAMP



حکومت سندھ



NBP-0144-2211100001395493

GoS-KHI-2FB8951882D361F7

Non-Judicial

Rs 3,935/-

Description : Contract - 15(a)  
 Principal : PAKISTAN NATIONAL SHIPPING CORPORATION [00000000]  
 Contractor : JLOGIC INNOVATIONS [33206830]  
 Applicant : SHEIKH ABDUL HANNAN [42101-4594242-5]  
 Stamp Duty Paid by : JLOGIC INNOVATIONS [33206830]  
 Issue Date : 10-Nov-2022, 02:59:20 PM  
 Paid Through Challan : 20228C7EC25A8838  
 Amount in Words : Three Thousand Nine Hundred and Thirty Five Rupees Only

Please Write Below This Line





# 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 ENVELOP PROCEDURE AS PER RULE 36(a) OF PPR 2004,
3. TITLE OF PROCUREMENT : TENDER FOR RENEWAL OF MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES (WITH ONE YEAR SUPPORT) FOR PNSC,
4. TENDER INQUIRY NO : PRCD/MCFE/2022-23/146
5. PPRA REFERENCE NO. (TSE) : TS489031E
6. DATE & TIME OF BID CLOSING : 15-09-2022 – (11:00 AM)
7. DATE & TIME OF BID OPENING : 15-09-2022 – (11:30 AM)
8. NO OF BIDS RECEIVED : TWO (02)
9. CRITERIA FOR BID EVALUATION : MOST ADVANTAGEOUS BID,
10. DETAILS OF BID(S) EVALUATION : DETAIL ARE AS TEBULATED,

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. JLOGIC INNOVATIONS	-	LOWEST	<u>PKR: 1,124,227/-</u>	ACCEPTED AS PER PPRA RULE NO. 38, BEING MOST ADVANTAGEOUS BIDDER
M/S. REWTERZ INFORMATION SECURITY	-	2 <sup>nd</sup> Lowest	PKR: 1,460,140/-	SECOND LOWEST BIDDER

**MOST ADVANTAGEOUS BIDDER : M/S. JLOGIC INNOVATIONS,**

11. Any other additional / supporting information. **SCANNED BIDDER ELIGIBILITY CRITERIA/TERMS & CONDITION SHEET IS ATTACH**

SIGNATURE: .....



OFFICIAL STAMP: .....  
ALI IMAM QADRI  
General Manager (Procurement).....

STANDARD BIDDING DOCUMENTS (SBD\*)

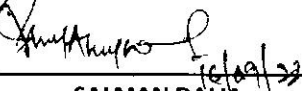


**TENDER FOR RENEWAL OF MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES (WITH ONE YEAR SUPPORT) FOR PNSC**

- As mentioned in Para 1 of M-1 dated **05-JUL-2022**, License and support of McAfee Antivirus is going to be expired on **27-SEP-2022**, and renewal is necessary to protect and secure Computer and Network from Virus threats/ attacks. After license expiry, upgrades, all DATs, signature sets, hotfixes, patches etc. and support will not be available. Thus, PNSC IT infrastructure will become vulnerable for attack from latest viruses / Trojans / spams etc.
- Therefore, in order to renew Antivirus license, pursuant to Management's approval, 1<sup>ST</sup> Tender was floated on PNSC and PPRA website on **21-JUL-2022**, which was opened on **11-AUG-2022** at 11:30 A.M.
- As per recommendation of Tender Committee vide M-21 ante, 1<sup>st</sup> tender was scrapped and fresh Tender was uploaded on **31-AUG-2022**, which was opened on **15-SEP-2022** at 11:30 A.M.
- In response, Two (02) firms **M/s JLOGIC Innovations** and **M/s REWERTZ Information Security** participated in subject Tender.
- Bidder Eligibility Criteria as mentioned in the Tender documents at the time of submission of bid is as under:

S#	TERMS & CONDITIONS / ELIGIBILITY CRITERIA	JLOGIC Innovations	REWERTZ Information Security
1	Firm should be registered with taxation authorities FBR have valid National Tax Number (N.T.N) and (G.S.T) General Sales Tax registered number. (valid copies to be attached).	Submitted	Submitted
2	Firm should be shall enrolled/ enlisted on Active Taxpayer List (A.T.L) of FBR (valid copy to be attached).	Submitted	Submitted
3	Bidder must be a MCAFEE/TRELLIX authorized partner (copy of valid certificate must be attached).	Submitted	Submitted
4	Bidder has at least ONE MCAFEE/TRELLIX certified technical person.	Submitted	Submitted
5	Bidder should have minimum Five (5) years of experience in similar field (copy of POs/Invoices to be attached).	Submitted	Submitted
6	Bidder must submit earnest money 2% of total quoted value.	Submitted	Submitted
7	Firm is required to submit last one (01) year financial statements / report of the Firm / Company showing the financial stability.	Submitted	Submitted
8	Bidder to submit affidavit of undertaking that firm(s) or it's affiliated/ concerns are not blacklisted by any Government Department / Public Sector entity.	Submitted	Submitted
9	2 % earnest money pay order of total quoted amount (in PKR)	23,500/-	29,203/-
<b>UNIT AMOUNT WITH ALL TAXES (IN PKR)</b>		<b>5,087/-</b>	<b>6,606.98/-</b>
<b>RENEWAL OF MCAFEE COMPLETE ENDPOINT PROTECTION BUSINESS LICENSE WITH SUPPORT AND UPGRADES FOR ONE YEAR</b>		<b>QTY</b>	<b>TOTAL AMOUNT (WITH ALL TAXES IN PKR)</b>
		<b>221</b>	<b>1,124,227/-</b>
		<b>1,124,227/-</b>	<b>1,460,140/-</b>

- As per above Criteria, **M/s. JLOGIC Innovations** and **REWERTZ Information Security** both fulfilled Terms & Conditions and Eligibility Criteria of subject tender. **M/s. JLOGIC Innovations** quoted amount of **PKR 1,124,227/-** (including Tax), which is the most advantageous bid.
- Keeping above in view, Tender Committee unanimously recommends that approval may kindly be accorded for issuance of Purchase Order to **M/s. JLOGIC Innovations**, being the most advantageous bidder, for **Renewal of McAfee Complete Endpoint Protection Business License with support and upgrades for One Year** with the total quoted amount of **PKR 1,124,227/-**.
- Submitted please.

  
**SALMAN DALIA**  
 ASSISTANT MANAGER (FINANCE)  
 MEMBER TENDER COMMITTEE

  
**S.M. TAHAKAZMI**  
 DEPUTY MANAGER (MIS)  
 MEMBER TENDER COMMITTEE

  
**DANISH MERAJ**  
 MANAGER (MIS)  
 CHAIRMAN TENDER COMMITTEE