

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 SUPPLY AND INSTALLATION OF UPS AT IBMS SERVER ROOM PNSC BUILDING**
- TENDER NUMBER: **PRCD/UPS/IBMS/2022/141**
- BRIEF DESCRIPTION OF CONTRACT: **SUPPLY AND INSTALLATION OF UPS AT IBMS SERVER ROOM**
- TENDER VALUE : **PKR: 950,000/-**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **THREE (03) WEEKS (AFTER ISSUANCE OF PURCHASE ORDER)**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **YES**
- ADVERTISEMENT :
 - (i) PPRA Website: **YES, 23/06/2022 – (TS484298E)**
(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): **15/07/2022 – 11:30 AM,**
- 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: **EXECUTIVE DIRECTOR (FINANCE) – PNSC**

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

➤ NUMBER OF BIDS RECEIVED: **THREE (03)**

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

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



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(As per Rule 47 of PP Rules, 2004)

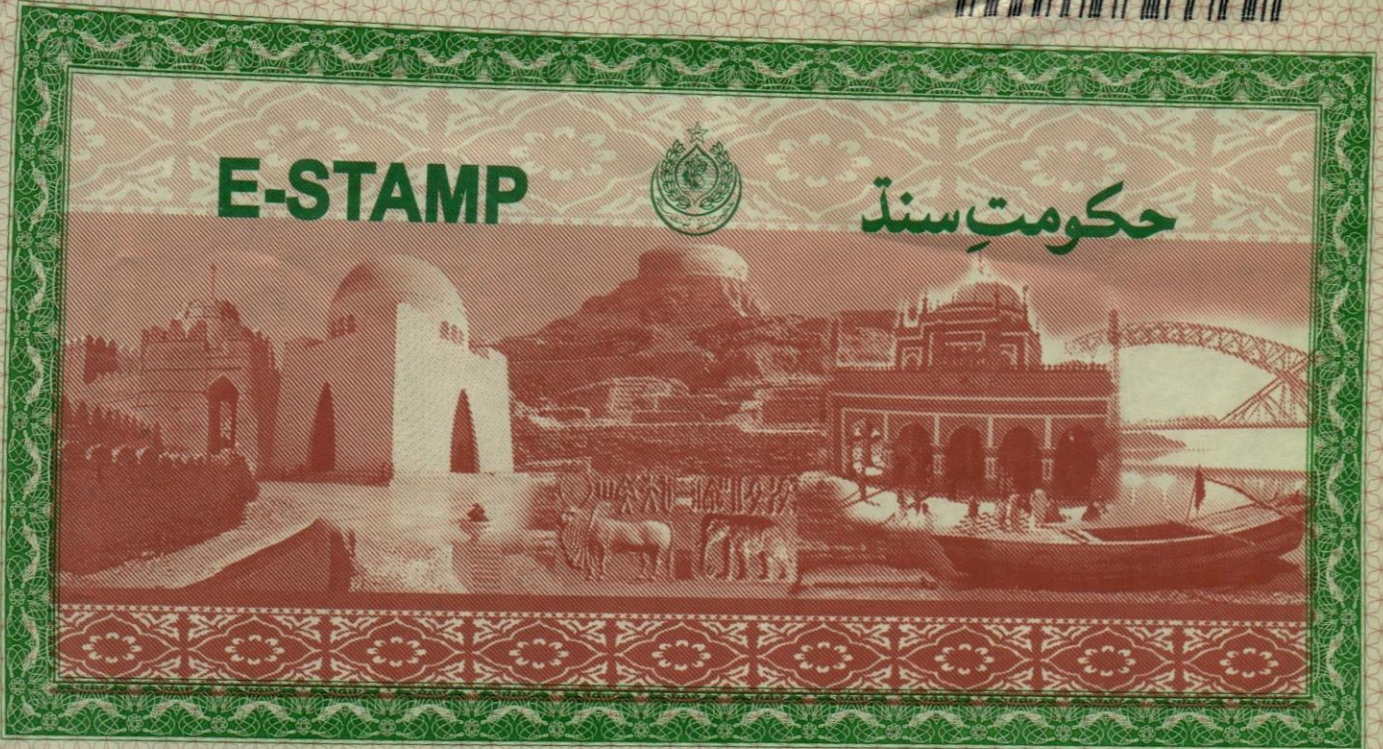
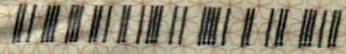
CONTRACT AWARD PROFORMA – II

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 KONTINENTAL ESTABLISHMENT - ADDRESS: EUROPA CENTER, SUIT # 103, HASRAT MOHANI ROAD KARACHI.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID): **FIRST LOWEST & MOST ADVANTAGEOUS BIDDER**
- NEED ANALYSIS (Why the procurement was necessary?) **YES, UPS WAS INSTALLED AT IBMS SERVER ROOM IN 2013. THE EQUIPMENT HAVE OUTLIVED ITS LIFE AND BEYOND ECONOMICAL REPAIR.**
- 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: **15-AUGUST-2022**
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: **PKR: 950,000/-**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **YES**
(Attach copy of the bid evaluation report)
- 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)



2022



0002-2208150001005774

GoS-KHI-018D4179173F0F06

Non-Judicial

Rs 3,325/-

Description : Contract - 15(a)
 Principal : Pakistan National Shipping Corporation [08187517]
 Contractor : Kontinental Establishment [26364875]
 Applicant : Sanjay Raj [42301-3360224-7]
 Stamp Duty Paid by : Kontinental Establishment [26364875]
 Issue Date : 15-Aug-2022, 04:44:12 PM
 Paid Through Challan : 202255713BDF4E59
 Amount in Words : Three Thousand Three Hundred and Twenty Five Rupees Only

Please Write Below This Line

FORM OF CONTRACT

This Contract is made and entered into at Karachi on the 15 Day of Age, 2022;

– BY & BETWEEN –

PAKISTAN NATIONAL SHIPPING CORPORATION (PNSC) a Statutory body incorporated under Pakistan National Shipping Corporation Ordinance 1979 (XX of 1979) having its Head Office at P.N.S.C Building, Moulvi Tamizuddin Khan Road, Karachi, Pakistan (hereinafter referred to as the "Corporation", which term wherever it occurs in this contract shall mean and include its successors-in-interest, executors and permitted assign); party of the **FIRST PART**.

– AND –

M/S: Kontinental Establishment duly organized and existing under the laws of Pakistan having its registered office at Suite # 112, 1st Floor, Europa Center, Hasrat Mohani Road, Karachi. (Pakistan) (hereinafter referred to as "Contractor / Supplier" 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 PNSC and the Contractor / Supplier hereinafter referred to individually as "Party" and collectively as the "Parties")

This Contract is made by the Purchaser and Vendor; whereby the Purchaser agrees to buy and the Vendor agrees to sell the under mentioned (hereinafter called "Product") according to terms and conditions stipulated below:

The following documents shall be deemed to form and be read and construed as part of this Contract;

- i. This Contract Agreement;
- ii. PNSC's Notification of Award;
- iii. Bid Form and



"Now therefore, in consideration of the mutual terms and conditions herein contained, it is agreed by and between the parties as follows:"

TERMS AND CONDITIONS

E-STAMP

CONTINUATION SHEET

Government of Sindh

1. SERVICES

The Contractor shall perform the services specified in Scope of work, which is made an integral part of this Contract ("the Services").

2. DELIVERY LOCATION & TIME

Once the bid has been accepted and approved by the PNSC Management, Successful Bidder shall deliver / supply and Installation of UPS at IBMS Server Room PNSC Building. Delivery of equipment's shall be made within **Three (03) Weeks** from the date of issuance of Work Order, 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. 4**, shall be applicable on them.

3. WARRANTIES/MAINTENANCE/ SUPPORT/ SERVICES

- All equipment's/products will be inspected/tested and, if found faulty/damaged, shall be replaced by the bidder at the bidder's cost within Fifteen (15) days.
- Bidder shall provide the Principal Comprehensive warranty of all products / Equipment's / Accessories quoted in Tender Document from the date of delivery commissioning of the equipment.
- Bidder shall also provide onsite maintenance/support service for each category of products to be clearly stated in the quotations.
- Bidder and principal shall provide immediate technical support within 04 to 06 hours and provide backup of faulty accessories / equipment with same specification during warranty / maintenance / support period. Customer Support and maintenance office should be in Karachi.

4. 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 0.01% 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 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.

5. ASSEMBLING

- Bidder shall be responsible for entire Installation and Commission on-site all supplied of UPS as mentioned in Bid Form and make it operational (Shall be completed within seven (07) days after 100% supply).
- Bidder shall be responsible to provide Brochures / Technical documents / Installation Guides with documents and media (installation kit) and any other related documents of Products / Items / Software's.

6. PAYMENT

a. RATES

PNSC shall pay the Contractor in accordance with the Purchase order, as per agreed rates provided by the Contractor in the form of Bid at the time of bid submission.

b. PAYMENT CONDITIONS

Payment shall be made within 30 days after successful delivery / installation on location and submission of original invoice to PNSC Head office.

7. PROJECT ADMINISTRATION Coordinator

PNSC designates **Mr. Adeel Ahmed Khan**, Designation **Junior Executive** at PNSC IBMS Department as PNSC's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the work performed and of other deliverables on behalf of PNSC and for receiving and approving invoices for the payment.

8. PERFORMANCE STANDARDS

The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

9. OWNERSHIP OF MATERIAL

The services and products rendered or support under the Purchase Order, as a result of this Tender Document will be the sole property of PNSC.

10. CONTRACTOR NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. INSURANCE

The Contractor will be responsible for taking out any appropriate insurance coverage.

12. NO ASSIGNMENT OR SUBCONTRACTING

The Contractor shall not assign its right or obligation under this contract, in whole or in part, nor enter into any subcontract to perform any portion of this contract, without the written consent of PNSC.

13. LAW GOVERNING CONTRACT AND LANGUAGE

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



14. 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.

15. EFFECTIVENESS

The Contract shall become effective upon execution by PNSC and Contractor.

16. 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.

17. CONTRACT AMENDMENTS

No variation in or modification of the terms of Contract shall be made except by written amendment signed by the parties.

18. CONTRACTOR'S PERFORMANCE EVALUATION

Under this contract, the contractor's performance will be monitored and evaluated by PNSC in order to enable the assessment on the effectiveness, efficiency and / or consistency of services provided. The results of the evaluation will be communicated to the contractor in order to enable the improvements of services. The extension of this contract for further period will take into consideration the results of the performance evaluation.

19. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless PNSC from any and all claims or liabilities which may arise in the performance of this contract.

20. 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.

21. The successful bidder shall affix the Contract Form and Terms & Conditions on Original Non-Judicial Stamp Paper of Rs.100/- and stamp Duty (@35 thirty five paisa) for every hundred rupees of Total Contract Amount.

"IN WITNESSETH 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 : _____

Designation: _____

Telephone No: _____

WITNESSES:

1. _____

For and on Behalf of Kontinental Establishment
(Contractor)

Signature: _____

Name: A.Ghafoor Samoo

Designation: Account Manager

Telephone No: 021-32634308 / 0333-2106098

2. Jamal Ahmed Khan

(Handwritten Signature)
 Engr. ZAHEERUDDIN BABER
 Manager (Technical)
 PAKISTAN NATIONAL SHIPPING CORPORATION
 Karachi

(Handwritten Signature)
 HAFIZ SYED FARAZ ALI ROONI
 Junior Executive
 PAKISTAN NATIONAL SHIPPING CORPORATION
 Karachi



(Handwritten Signature)

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 PPR RULE 36(a) OF PPR 2004,
3. TITLE OF PROCUREMENT : TENDER FOR SUPPLY AND INSTALLATION OF UPS AT IBMS SERVER ROOM PNSC BUILDING,
4. TENDER INQUIRY NO. : PRCD/UPS/IBMS/2022/141
5. PPRA REF. NO. (TSE) : TS484298E
6. DATE & TIME OF BID CLOSING : 15-07-2022 - (11:00 A.M)
7. DATE & TIME OF BID OPENING : 15-07-2022 - (11:30 A.M)
8. NO OF BIDS RECEIVED : THREE (03)
9. CRITERIA FOR BID EVALUATION : **MOST ADVANTAGEOUS BID.**
10. DETAILS OF BID(S) EVALUATION : DETAILS ARE AS TABULATED;

NAME OF BIDDERS	MARKS		EVALUATED COST OF PKR:	Rules / Regulation/ SBD*/Policy/ Basis of Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
	TECHNICAL	FINANCIAL		
M/S. KONTINENTAL Establishment	-	Lowest	950,000/-	Accepted as per PPRA Rule No. 38, being Most Advantageous Bid,
M/S. SILICON Technologies	-	2 nd Lowest	1,023,750/-	Second Lowest Bidder
M/S. DEWMAK Energy (Pvt.) Ltd,	-	3 rd Lowest	1,316,250/-	Third Lowest Bidder

MOST ADVANTAGEOUS BIDDER : **M/S. KONTINENTAL ESTABLISHMENT,**

11. Any other additional / supporting information, **NIL**



Signature:

ALI IMAM QADRI

General Manager (Procurement)

Official Stamp:

Standard Bidding Documents (SBD).