

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 VALUATION OF PNSC PROPERTIES 2021-2022**
- TENDER NUMBER: **PRCD/EST/VAL/2022/130**
- BRIEF DESCRIPTION OF CONTRACT: **VALUATION OF PNSC PROPERTIES 2021-2022**
- TENDER VALUE: **PKR: 225,000/-**
- ENGINEER'S ESTIMATE: **N/A**
(for civil Works only)
- ESTIMATED COMPLETION PERIOD: **FIFTEEN (15) DAYS AFTER ISSUANCE OF WORK ORDER**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **YES**
- ADVERTISEMENT :
 - (i) PPRA Website: **YES – 06/5/2022 – (TS480070E)**
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) NEWS PAPERS: **NO.**
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME): **24/05/2022 – (11:30 A.M),**
- 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**
(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 (SP&PL) – PNSC**

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

➤ NUMBER OF BIDS RECEIVED: **SEVEN (07)**

➤ 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)

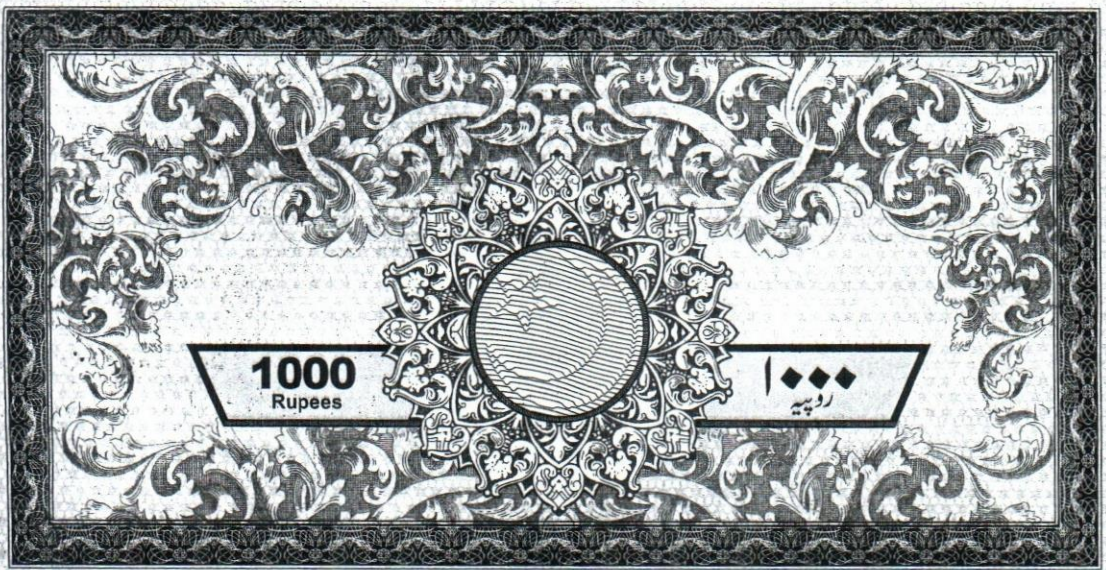
CONTRACT AWARD PROFORMA – II

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 RBS ASSOCIATES (PVT.) LTD, ADDRESS: OFFICE: # 907, 9TH FLOOR, BUSINESS PLAZA, MUMTAZ HUSSAIN ROAD KARACHI.**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, LOWEST BIDDER): **FIRST LOWEST & MOST ADVANTAGEOUS BIDDER**
- NEED ANALYSIS (Why the procurement was necessary?) **YES**
- 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: **23/JUNE/2022**
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: **PKR: 225,000/-**
- 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)

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





ZAIN-UL-ABEDIN STAMP VENDOR

License # 116, Place Adjacent Suite # 44
Ruby Centre, Talpur Road, Boulton Market, Karachi.

27 DEC 2021

RUPEES ONE THOUSAND ONLY

NO. 15840 DATE
ISSUED TO WITH ADDRESS: M. IQBAL QURESHI ADVOCATE
THROUGH WITH ADDRESS: L.No: 5103/HC Karachi
PURPOSE
VALUE RS ATTACHED
STAMP VENDOR'S SIGNATURE
FOR NOT RESPONSIBLE ANY FAKE DOCUMENTS

FORM OF CONTRACT

This Contract is made and entered into at Karachi on the 23rd day of June, 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, executors and permitted assign); party of the First Part.

And

M/s. RBS Associates (Pvt.) Ltd duly organized and existing under the laws of Islamic Republic of Pakistan having its registered office at Office No. 907 9th Floor, Business Plaza Mumtaz Hassan Road, Karachi, (Pakistan) (hereinafter referred to as "Service Provider/ Contractor" which terms 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 hereinafter referred to individually as "Party" and collectively as the "Parties")"

WHEREAS, the PNSC wishes to have the Contractor perform the Service hereinafter referred to as "Valuation of PNSC assets" and WHEREAS, the Contractor is willing to provide these services.

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
- iv. SCOPE of Work
- v. Terms and Condition.

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



TERMS AND CONDITION

1. The contractor shall perform the services specified in **Scope of work**, which is made an integral part of this contract.
2. The contractor shall, on receipt of written orders/instructions of the corporation ("the work Orders"), shall value PNSC Real Estates including Lifts , Electrical , Fire suppression system , HVAC etc. to reflect market value on agreed rates as set out in financial bid form "Annexure" to this contract.
3. The contractor shall submit its detail report within 15 days after receipt of work of order.
4. The contractor shall supply all labour, supervisory personnel, equipment. & tools etc. necessary for the safe, efficient and timely execution of the work.
5. Tax applicable as per government of Pakistan /provincial Govt. Rules.
6. Payment shall be made within 30 from the date of submission of invoice / bill and report containing acknowledgement of receipt by the Estate Department.
7. In the event of delay in rendering required services , PNSC will imposed 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.
8. The successful bidder shall affix the contract form and term's and condition's on Non - judicial stamp paper of Rs.100/ and stamp duty @0.35 Thirty Five Paise for every hundred rupees of total contract Amount.

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 PNSC : _____

For and on Behalf of M/s. RBS Associates (pvt) Ltd.
(Valuer/Contractor)

SIGNATURE:- _____

SIGNATURE:- _____

NAME : Zafarullah Khan

NAME : Engr. KHADIM HUSSAIN

DESIGNATION : G. M. (A)

DESIGNATION:- Director

TELEPHONE NO: 021-99210298

TELEPHONE NO: 021-32465375/0300-3207305

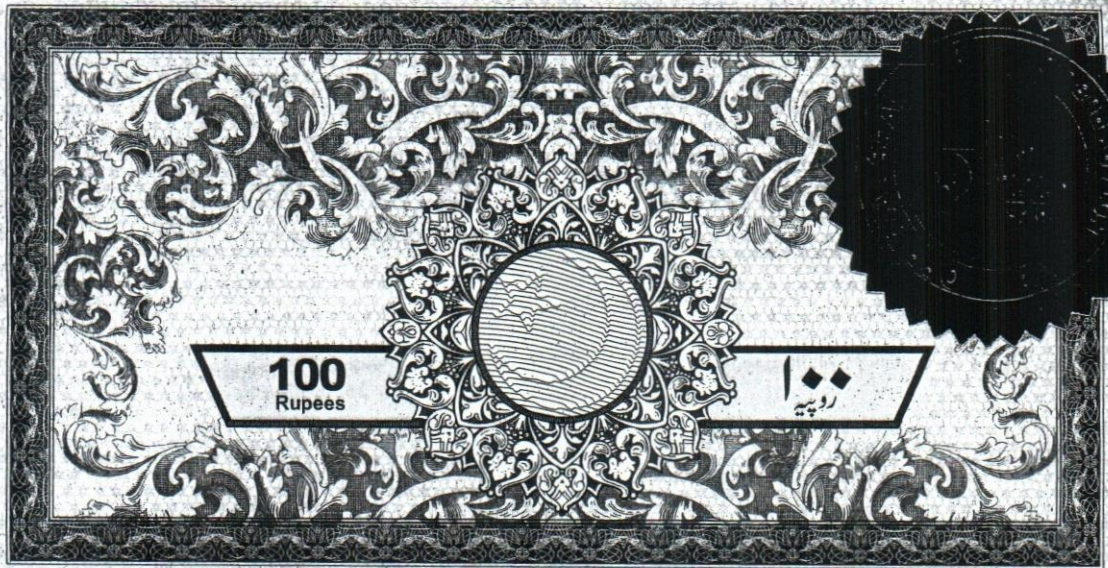
WITNESSES:

M. Mustafa Biaz
1. MUSTAFA BIAZ (C2)



M. Kifayatullah
2. Mr. KIFAYATULLAH





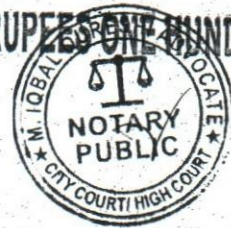
ZAIN-UL-ABEDIN STAMP VENDOR

Licence No. 112, 1st Floor, Adjacent Suite # 44
Ruby Centre, Talpooka, Old, Boultan Market, Karachi.

NO. 2502 DATE: 10 JUN 2022
ISSUED TO WITH ADDRESS: M. I. JAL QURESHI ADVOC (TE)
THROUGH WITH ADDRESS: L.No: 5103/HC Kara :hi
PURPOSE: [Signature]
VALUE RS. 100 ATTACHED
STAMP VENDOR'S SIGNATURE: [Signature]
FOR NOT RESPONSIBLE ANY FAKE DOCUMENTS

10 JUN 2022

(RUPEES ONE HUNDRED ONLY)



FORM OF NON-DISCLOSURE AGREEMENT

THIS CONTRACT is made and entered into at Karachi on the 23rd Day of June 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. RBS Associates (Pvt.) Ltd, having its Office located at Office No. 907, 9th Floor Business Plaza, Mumtaz Hassan Road, Karachi (hereinafter referred to as the "Service provider", which terms shall, where the context so admits or requires, include its successor-in-interest) Party of the Second Part.

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

In connection with the Purpose, a Party may disclose certain information it considers confidential and / or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:

1. Trade secrets;
2. Financial information, including pricing;
3. Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
4. Business information, including operations, planning, marketing interests, and products;
5. The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related there to; and
6. Information acquired during any facilities tours.
7. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser");
8. If it is clearly and conspicuously marked as "confidential" or with a similar designation;
9. If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or



10. If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation issues a recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
- Any use of Confidential Information in violation of this agreement; and/or
 - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
11. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
12. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
18. **EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "ASIS".**
19. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
20. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
21. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
22. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
23. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.



24. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

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.



RBS Associates (Pvt) Ltd

For and on behalf of PNSC: _____

For and on behalf of Contractor: _____

Signature: _____

Signature: _____

Name: K. M. Iqbal Khan

Name: Engr. Khadim Hussain

Designation: Q. M. I. A.

Designation: Director

TEL: 021-39210298

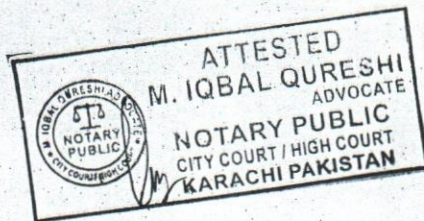
TEL: 021-32465375-6/0300-3207305

WITNESSES:



1. MUSTAFA BILAL KAZI

2. K. J. Ayatullah





PAKISTAN NATIONAL SHIPPING CORPORATION

(ESTABLISHED UNDER ORDINANCE NO. XX OF 1979)
www.pnsc.com.pk

DATED: JUNE 21TH 2022

M/s RBS ASSOCIATED (PVT) LTD,
HEAD OFFICE: OFFICE # 907, 9TH FLOOR,
BUSINESS PLAZA, MUMTAZ HUSSN ROAD,
KARACHI.
TEL: 021-32465375

ATTN: ENGR. KHADIM HUSSAIN

LETTER OF ACCEPTANCE

SUBJECT: TENDER FOR VALUATION OF PNSC PROPERTIES 2021-2022

- Reference to your quotation regarding Tender No. PRC/D/EST/VAL/2022/130 opened on May 24th, 2022 for the subject work.
- PNSC Management has pleased to accept your offer for the Valuation of PNSC Properties along with Lift, Electrical, Fire suppression system, HVAC etc. to reflect market value with total amount of **PKR: 225,000/-** (Including all taxes). Details are as tabulated:

SR. #	DESCRIPTION OF ASSETS	TOTAL QUANTITY	LUMP SUM AMOUNT (INCLUDING TAX)
1	<u>LEASE HOLD LAND</u> PNSC Building, Old Ralli Building, PNSC Mosque and Parking Plot, Muhammadi House, PNSC Store West Wharf, PNSC House, NTC House, Beach Hut S-12, Beach Hut N-37	01 Job.	Rs. 225,000/-
	<u>BUILDING STRUCTURE</u> PNSC Building and Allied Items, A.C Plant Building (PNSC), Old Ralli Building, Toilet Block (PNSC), PNSC House, Lahore Office, PNSC Workshop, NTC House, SSD Building, Beach Hut S-12, Beach Hut N-37, Muhammadi House, PCSS Building		

- Further to inform that as per "amended Article of Sindh Act 1899" please affix Contract Form on Non-Judicial Stamp Paper of Rs. 100/- and Stamp Duty (@0.35 Thirty Five Paisa) for every Hundred Rupees of Total Contract Amount.
- For further details please contact PNSC Estate Department (Rent Section) for signing of Contract within Seven (07) Days from issuance of this letter.

Thanking You

USAMA MUHAMMAD
23/6/22


ALHNAM QADRI
GENERAL MANAGER (PROCUREMENT)

DRAFT CONTRACT AGREEMENT IS ENCLOSED HEREWITH FOR YOUR CONCURRENCE

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 VALUATION OF PNSC PROPERTIES 2021-2022,
4. TENDER INQUIRY NO. : PRCD/EST/VAL/2022/130
5. PPRA REF. NO. (TSE) : TS480070E
6. DATE & TIME OF BID CLOSING : 24-05-2022, (11:00 AM)
7. DATE & TIME OF BID OPENING : 24-05-2022, (11:30 AM)
8. NO OF BIDS RECEIVED : SEVEN (07).
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		
-	-	-	-	-
-	-	-	-	-

MOST ADVANTAGEOUS BIDDER : **M/S RBS ASSOCIATES (PVT) LTD.**

11. Any other additional / supporting information, **SCANNED BIDDERS QUALIFICATION CRITERIA / COMPARATIVE STATEMENT REPORT IS ATTACHED,**



Signature:

ALI IMAM QADRI

General Manager (Procurement)

Official Stamp:

Standard Bidding Documents (SBD).


Total
07 Cases

PAKISTAN NATIONAL SHIPPING CORPORATION
TENDER FOR VALUATION OF PNSC PROPERTIES 2021-2022

S.No.	CRITERIA	NAME OF BIDDERS						
		M.J. SURVEYORS (PVT) LTD	OCEANIC SURVEYORS (PVT) LTD	FAIRWATER PROPERTY VALUERS & SURVEYORS (PVT) LTD	RBS ASSOCIATED (PVT) LTD	K.G. TRADERS (PVT) LTD	ANDERSON CONSULTING (PVT) LTD	IMTECH (PVT) LTD.
1	NATIONAL TAXATION NUMBER (NTN)	✓	✓	✓	✓	✓	✓	✓
3	SINDH REVENUE BOARD (SRB)	✓	✓	✓	✓	✓	✓	✓
4	ACTIVE TAXPAYER LIST (ATL)	✓	✓	✓	✓	✓	✓	✓
5	REGISTRATION WITH SECURITY AND EXCHANGE COMMISSION OF PAKISTAN (SECP)	✓	✓	✓	✓	✓	✓	✓
6	ENLISTMENT WITH PAKISTAN BANK ASSOCIATION (NO LIMIT / ANY AMOUNT CATEGORY)	✓	✓	✓	✓	✓	✓	✓
7	ENLISTMENT WITH STATE BANK OF PAKISTAN (SBP)	✓	✓	-	✓	✓	✓	✓
8	EARNEST MONEY (SECURITY DEPOSIT 02% OF TOTAL BID)	✓	✓	✓	✓	✓	✓	✓
9	UNDERTAKING OF NON-BLACKLISTING WITH GOVERNMENT AUTHORITY ON RS.100/- JUDICIAL STAMP PAPER	✓	✓	✓	✓	✓	✓	✓
AMOUNT OF BID OFFERED (Rs.)		678,000	2,600,000	350,000	225,000	1,440,000	500,000	8,000,000
CATEGORY		3rd LOWEST			1st LOWEST		2nd LOWEST	


MUSTAFA BILAL KAZI
DEPUTY MANAGER (ESTATE)
MEMBER


ENGR. ZAHERRUDDIN BABER
MANAGER (TECHNICAL)
CHAIRMAN


KASHIF KAMRAN KHAN
DEPUTY MANGER (FINANCE)
MEMBER