



Consultancy Services for the ADP Scheme "Rehabilitation & Renovation of Karachi Fish Harbour – External Services"

FORM FIN-2 SUMMARY OF COSTS

Items	Costs (PKR)		
Total Costs	•		22,746,040
Sindh Sales Tax @ 15%			3,411,906
Total Costs of Financial Proposal Lump	Sum PKR.		26,157,946

Pakistani Rupees: Twenty Six Million One Hundred Fifty Seven Thousand Nine Hundred and Forty Six Rupees only

19/5/15

The state of the s

English and the state of the st

2505



Consultancy Services for the ADP Scheme "Rehabilitation & Renovation of Karachi Fish Harbour - External Services"

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY

Description .	Costs (PKR)
1. Design Review Stage	1,261,780
2. Construction Contract Execution .	294,360
3. Construction Supervision Stage	19,741,300
4. Defects Liability Stage	698,600
. Remuneration Total	21,996,040
. Reimbursable Expenses Total	. 750,000
TOTAL	22,746,040

19/5/15

Jaly 15



Government of Sindh

No. KFHA/463/2015 Dated: June 9, 2015

(Muhammad Ramzan Awan) Managing Director

M/s National Engineering Services Pakistan (Pvt.) Limited 13th Floor, NICL Building, Abbasi Shaheed Road, Off Shahrah-e-Faisal, Karachi,

Subject:

LETTER OF AWARD

ADP SCHEME "REHABILITATION & RENOVATION OF KARACHI FISH HARBOUR - EXTERNAL SERVICES"

This is to inform you that your Financial Proposal submitted in response to our RFP for the subject project, which was opened on May 19, 2015 has been accepted by the Consultant Selection Committee, being the lowest evaluated bid at the total lump sum amount of Rs. 26,157,946/-, (Rupees Twenty Six Million One Hundred Fifty Seven Thousand Nine Hundred Forty Six

only) under the provision of terms and conditions laid down in the Contract

Documents.

You are required to depute your authorized representative(s) with proper Power of Attorney in the office of the Managing Director, KFHA, for the purpose of accepting and executing the Contract Agreement on judicial stamp paper for the value as per statutory requirement of Government of Sindh within three days from the date of receipt of this Letter of Acceptance.

You are required to furnish the Performance Security equivalent to 5% of 3. the contract price in the form of Pay Order / Bank Draft or an irrevocable bank guarantee from any scheduled bank of Pakistan in favour of KFHA, before signing of Contract Agreement.

C.C. to:

1. Secretary, Livestock & Fisheries Department, Government of Sindh.

2. Director General Fisheries, L&F Department, Government of Sindh.

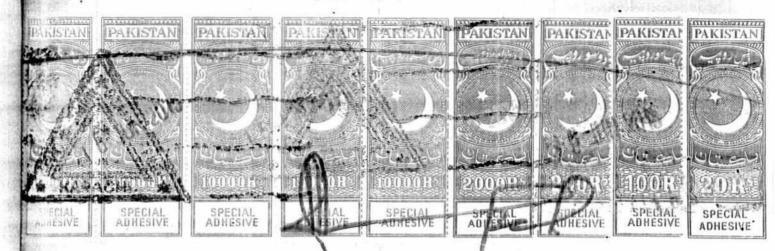
3. Senior Chief (L & F), P & D Department, Government of Sindh.

Deputy Director (Dev-I), Finance Department, Government of Sindh.

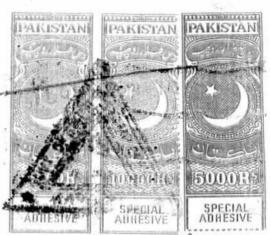
Director Engineering, KFHA

6. Office Copy...

Mos. idas.



SUPERINTENDA Sump Office, City Coun Karachi. 16-6-5



CONTRACT AGREEMENT

THIS CONTRACT ("Contract") is entered into this 15th day of June 2015, by and between Karachi Fisheries Harbour Authority ("the PA") having its principal place of business at Karachi Fisheries Harbour Authority, Fish Harbour, West Wharf Road, Karachi and National Engineering Services Pakistan (Pvt.) Ltd. ("the Consultant") having its principal office located at 13th Floor NICL Building, Abbasi Shaheed Road, Off Sharah-e-Faisal Karachi – 74400.

WHEREAS, the Karachi Fisheries Harbour Authority wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the National Engineering Services Pakistan (Pvt.) Ltd. is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1) Services

- (i) The Consultant shall perform the services specified in Appendix "A" Terms of Reference and Scope of Services, which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports listed in Appendix "B" "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personne listed in Appendix "C", "Cost Estimate of Services, List of Personnel and Schedule c: Rates" to perform the Services.

2) Term

The Consultant shall perform the Services during the period commencing from 15th June 2015 and continuing through 14th June 2018 or any other period as may be subsequently agreed by the Parties in writing.

all

Karachi

Page - 1

Manuarod Oirector
Xatachi Fisheries Harbour Authority

.02 of C/0

SPECIAL

PAKISTAN

16/6/1

Payment

Ceiling

4)

For Services rendered pursuant to Appendix "A", the PA shall pay the Consultant an amount not to exceed Rs. 26,157,946/- (Twenty Six Million One Hundred and Fifty Seven Thousand Nine Hundred and Forty Six). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

Payment Conditions

Payment shall be made in Pak Rupees, not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause-5.

16.6.15

Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the Contract has a duration of more than 36 months or if the inflation is expected to exceed ___% per annum. The adjustment will be made every 12 months after the original 36 calendar months Term specified in (2) above has been completed. Remuneration will be adjusted by using the relevant index as per following provision:

"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Appendix C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 1st calendar month after completion of the Term specified in (2) above by applying the following formula:

 $RI = RIo \times II / IIo$

Where R_l is the adjusted remuneration, R_{l0} is the remuneration payable on the basis of the rates set forth in Appendix C for payable remuneration, \mathbf{l}_l is the official rate of inflation for the first month for which the adjustment is to have effect and, \mathbf{l}_{l0} is the official rate of inflation for the month of the date of the Contract."

5) Project Administration

A. Coordinator

The PA designates Managing Director, Karachi Fisheries Harbour Authority as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter:

6) Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

Page - 2

Managing Director
Karachi Fisheries Harbour Authority
Gevernment of Singh, Karachi

7) Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.

8) Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and Software.

9) Consultant Not to be Engaged in Certain Activities

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

10) Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

11) Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

12) Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

13) Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

Signed on behalf of

Karachi Fishery Harbour Authority (PA)

Mohammad Ramzan Awan

Managing Director

Signature ___

(Seal) Managing Director

Dated: Karachi Fisheries Harbour Authority
Government of Sinon, Karachi.

National Engineering Services Pakistan (Pvt.) Ltd (Consultant)

Ahmad Halim

Ahmad Halim General Manager/Head

NESPAK

Karachi

GM / Head

National Engineering Services Pakistan (Pvt.) Limited. (NESPAK)

Karachi

Signature (Seal)

Dated:

Director Engineering

Marachi Fisheries Harbour Authority

Government of Sindh

Appendix A Terms of Reference and Scope of Services

Background

There was a restriction on export of fisheries products from Pakistan to the EU during Feb, 2007 and March, 2013. During the visit of EU inspectors from 22nd to 26th January 2007, they reported a number of deficiencies in the system designed to ensure that such export were complying with EU sanitary and phyto-sanitory (SPS) requirements. As a result they de-listed all Processing Units for Exporting Fisheries Products from Pakistan to EU Countries, which was a great concern for the Government Pakistan and Government of Sindh.

Thereafter, continuous efforts by the Government of Sindh have been under way to have the bah lifted. In this regard, an ADP scheme namely "Rehabilitation & Renovation of Karachi Fish Harbour" was approved by the Government of Sindh at a cost of Rs.555.951 million. The scheme has two phases:

Phase-I at a cost of Rs.505.726 million covering short term measures as detailed below was completed in June 2012.

A. Procurement of Machinery and Equipment for handling port operation

	Fish (Crates .		20,00	0	
•	On-Bo	oard Flake Ice Plant		27		
	Insula	ated Plastic Containers		1,500		
•	Plasti	c Baskets	15,000			
•	Fork I	Lifters	2.00	06	٠.	
•	Pallet	S		400		5
•	S. S.	Hand Pallet Trucks .		150		1 1/2
•	Vehic	les		06		1. with.
•	Comp	outer/Laptop (6+2)	08			
B. Up	- gradati	ion of fishing boats	*	538		Managing Director
(i)		Boats		200		Karachi Fisheries Harbottt Authority Government of Sindh, Karachi
(ii)	Small	Boats				Government of Small, Range
	(a)	Trawling Boats with Fish Hold	63			(*)
	(b)	Hora Boats with Fish Tank		275		

All above works were successfully completed. The success of the scheme can be measured from the fact that after completion of project, more than 500 boats have been modified by boat owners at their own cost without GOS funding.

After completion of Phase-I, the export of seafood has been allowed to EU countries since 12.03.2013 with the help of efforts made by Government of Sindh, KFHA & MFD.

Objectives

A Survey & Feasibility Study of Karachi Fish Harbour was carried out by KFHA completed in 2012 which includes Topographical Survey, Bathymetry Survey, Onshore and Offshore Geotechnical Investigation. Design analysis & calculations, drawings and specifications of the project, Detail Cost Estimates and also preparation of a Master Plan. The Master Plan strives to modernize the Harbour and bring it up to international standards. The total cost of the works has been estimated as Rs.1,260.222 million.

The objective of the consulting services is to provide technical support and assistance to the Karachi Fisheries Harbour Authority (KFHA) through construction supervision of the project "Rehabilitation & Renovation of Karachi Fish Harbour – External Services". The KFHA requires professional skills, personnel and technical resources from the consulting firm to undertake different components of this project, i.e. Fire Fighting system, Water Supply System, 0.5 MGD RO Plant, Sewerage Network System, Sewerage Treatment Plants, External electrical works, Rehabilitation of Steel Bridges and Floating Pontoons, RCC Roads, Stone Pitching, Floating Check Post, CCTV System for Harbour, Fixed Jetties and Main KFHA Boundary Wall, etc.

3. Scope of Services

The scope of the construction supervision services for "Rehabilitation and Renovation of Karachi Fish Harbor – External Services"

The services shall cover the following stages:

- (i) The Design Review Stage
- (ii) Construction Contract Execution
- (iii) Construction Supervision Stage
- (iv) Defects Liability Stage

In detail the duties of the Consultant will be as follows:

The Design Review Stage:

a) The selected Consultant is expected to form a team of experts consisting of all the disciplines required for reviewing the designs, drawings, etc. which will be handed over to them by the PA. The Consultant will review it and prepare a technical report and suggestions if any.

(ii) Construction Contract Execution

Advise the PA and assist in the preparation of all documentation required to put the Construction Contracts into force; including bid documents, pre qualification, preparation of bid evaluation reports and contract award, advance payments, etc.

(iii) Construction Supervision Stage.

Consultant shall supervise the execution of the Construction Contract. This stage of the engineering works begins on the date set in the Notice to Proceed (NtP)/ Letter of Commencement (LOC) issued to the contractors by the PA.

This stage is devoted for actual construction work in the field. The tasks of the Consultant would be:

- a) Assisting the PA to hand over to the Contractor(s) the construction sites of the project components of each part. Prepare the relevant handing over records.
- b) Interpret drawings and specifications and consult with the PA, the contractor(s) and subcontractor(s) if any, to ensure compliance with contract documents and specifications and to ensure timely progress of construction work.
- c) Prepare additional drawing details and schedules that may be necessary for the execution of the work. Also coordinate with the design consultant for clarification of his design/drawing/specification etc. if required.
- d) Check and certify all drawings including shop and erection drawings and as built drawings submitted by contractors.
- e) Consult and advise the PA on various alternatives or options available to the PA for resolving construction problems.

 **Consult and advise the PA on various alternatives or options available to the PA for resolving construction problems.
- f) Review and certify all laboratories, shop and mill test reports on the materials and equipment for compliance with specifications. Inspect and verify when necessary any alternative construction materials and methods proposed by contractors.
- g) Monitor and observe quality control tests for concrete, soils, and aggregates as conducted by contractor(s) for proper compliance with contract specifications.
- h) Obtain the necessary certificates of quality and or origin of materials from contractor(s). Expedite procurement, testing and delivery of materials. Advise the PA as for the need for inspection during manufacture and prior to shipment of the various materials and equipment to be supplied under the contract and allow for such inspections to be carried out by the Engineer or a qualified inspection agency.
- i) Inspect, supervise and test works as executed, the construction materials and methods and all plant and equipment to ensure that they comply with the drawings and specifications, or any amendments or variations thereof that the consultant may issue.
- j) Examine and approve proposal made by the contractor(s) and give all necessary instruction to contractor(s) provided that instructions, which will result in an increase in the cost of the works or reduction of the obligations of the contractor(s), will not be given unless the PA has given prior approval.
- k) Prepare variation orders as may be required. Request Cost proposals from the contractor(s) for all variation orders. Prepare an independent estimate of cost for each variation. Negotiate with the contractor(s) to resolve any difference between the contractor(s)' proposed costs and the consultant's estimate. Submit the agreed negotiated cost together with supporting documentation and data to the PA for review and approval. After receiving approval from the PA, direct the contractor(s) to proceed with the variation.
- Receive, analyze and certify the contractor's requests for interim and Final Payments, and issue other certificates required by the PA. Certify partial and final payment invoices for procurement and delivery of materials and assist the PA in arranging payments, as required.
- m) Maintain during the currency of the Contract comprehensive record of all works executed, materials, plants and equipment supplied, variations to design or field changes in construction, catalog data, shop drawings and project cost changes, in preparation of as-



built drawings and project completion reports.

- Prepare and submit four (4) copies of monthly progress reports to the PA on the progress of work.
- Provide assistance and advice to the PA in connection with any disputes or claim arising between the PA and the contractor(s) regarding procurement, supply, installation or construction of works.
- p) Training is a very important component of this assignment. The Consultant shall make sure that training required in the specified fields has been provided by the contractor(s).
- q) Set up and maintain during the currency of the Contract complete and orderly correspondence files. Prepare all correspondence for matters pertaining to the project.
- Maintain during the currency of the Contract a file of all guarantees and certifications of materials and equipment. Secure all specified and required guarantees and certification from the contractor(s).
- Supervise and certify all performance tests of installed materials and equipment as to compliance with performance standards.
- t) Upon substantial completion of the project works by the contractor(s)' carry out a thorough inspection of works in the presence of the PA's and the contractor(s)' representatives, prepare a substantial completion report incorporating any defects or deficiencies observed in the completed works and determine the period within which the contractor(s) should make, adjust the same.
- Make sure the proper closing out of the project including the delivery of required 'as-built drawing', prepared by the contractor, operation maintenance manual and on job training.

(iv) Defects liability Period

The tasks of the Consultant during this stage would be:

- a) Review and certify the invoice for the contractor's final payment at the satisfactory completion of all works defects noted at the substantial completion of the project, and the discharge of all outstanding obligations by the contractor(s).
- b) Prepare a comprehensive "Project Completion Report" as required by the PA. It shall summarize briefly the major information contained in previous progress reports in such a way that a clear picture is obtained of the main events and difficulties encountered during construction and the solutions to main problems that arose. It shall also include a statement of the final cost of the project broken down in appropriate work components, preferably in the form of asset groups suitable for accounting system entry, as compared to the original estimate showing local and foreign currency amounts.

Managing Director

Karachi Fisheries Harbour Authority Government of Singh Karachi.

3.6 Reporting Obligations

- (a) The Consultant shall submit the reports and documents in (02) numbers
- (b) Read "CD" in place of "CD ROM".

3.7 Documents Prepared by the Consultant to be the Property of the PA

(a) Read "Soft copies" in place of "Software" in second line of clause 3.7 (a)

(b) The Consultant shall not use these documents and softcopies for purposes unrelated to this Contract without the prior written approval of the PA.

3.8 Accounting, Inspection and Auditing

At the end of GCC clause 3.8, following text is added.

The Consultant shall refund any amount provision to have been paid in excess of the contractual payments due to the Consultant by Client.

5.1 Assistance and Exemptions

- (a)* The Client shall make available within seven (07) days from the signing of contract, all existing data, studies, information and reports.
- (b) Any type of assistance which Client may think within its reach and beneficial to the Consultants and inputs to assist the Consultants in obtaining licenses and permits needed to carry out the services.

6.1 Security

Performance security shall be 5% of Contract value, which will be returned to Consultant within one month after completion of services.

6.2 Lump Sum Payment

The Client shall pay to the Consultant a lump sum amount (Contract Price) of Rs. 26,157,946/-(Rupees Twenty Six Million One Hundred Fifty Seven Thousand Nine Hundred and Forty Six Rupees Only) for services described in Appendix A.

Break up of Payment shall be as under:

S. No	Description	Percentag e (%) of	Amou	Total Amount			
		Contract Amount	NESPAK Fee	S.S.T (15%)			
1	Advance Payment	10%	2,274,604	341,190.6	2,615,795/-		
2	Design review Stage			sign review Stage 10% 2,274,604	2,274,604	341,190.6	2,615,795/-
3 .	Execution Construction Supervision 70		1,137,302	170,595.3	1,307,897/-		
4		Construction Supervision 70% Stage		2,388,334.2	18,310,562/-		
5	Defect Liability 5% Period		1,137,302	170,595.3	1,307,897/-		
	Total Amount		22,746,040	3,411,906	26,157,946/-		

. Amount mentioned in S.No 4 shall be payable in 26 equal installments i-e. Rs.704, 252/- per month including 15% SST.

6.3 The amount (Contract Price) payable to the Consultant shall be as stated in S.C 6.2 above.

6.5 Terms and Condition of Payment

Payments shall be made according to the following schedule:

Washaging Wirector
Karachi Fisheries Harbour Authority
Government of Singh, Karachi.

- (a) Ten (10) percent of Contract Price shall be made within seven (07) days of signing of the Contract Agreement against the submission of an equivalent irrevocable bank guarantee from any scheduled bank of Pakistan in favour of Karachi Fisheries Harbour Authority. The Bank Guarantee will be released after the payment of 1st five IPC's / running bills as per terms of payment to the Consultant.
- (b) Ten (10) percent of the Contract Price shall be paid after the completion of Design Review Stage as referred in TOR.



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

**	NAME OF THE ORGANIZATION ADDRESS	Karachi Fisheries Harbour Authority
1)	NAME OF THE ORGANIZATION / DEPTT.	Livestock & Fisheries Department, Government of Sindh
2)	PROVINCIAL / LOCAL GOVT./ OTHER	See of made in these in proceeding have in
3)	TITLE OF CONTRACT	Rehabilitation & Renovation of KFH - External Services
4)	TENDER NUMBER	INF-KRY No. 882/15 Dated: 09-03-2015
5)	BRIEF DESCRIPTION OF CONTRACT	Selection of Consulting Firm for the Project
6)	FORUM THAT APPROVED THE SCHEME	PDWP, Government of Sindh
7)	TENDER ESTIMATED VALUE	Rs.34.098 Million
8)	ENGINEER'S ESTIMATE (For civil works only)	N.A.
9)	ESTIMATED COMPLETION PERIOD (AS PI	ER CONTRACT) 36 Months
10)	TENDER OPENED ON (DATE & TIME)	27-03-2015 at 5:00 pm
11)	NUMBER OF TENDER DOCUMENTS SOLD	04)
	(Attach list of buyers)	A
12)	NUMBER OF BIDS RECEIVED	(03)
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS (03)
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed
	SANDA WAS DEBOOK DESCRIPTIONS OF SANDA SAN	NECON 49th Floor NICL Did Obeles - Feleritore
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER NESPAK, 13th Floor NICL Bld Shahr-e-Faisal kar
16)	CONTRACT AWARD PRICE	Rs.26,157,946/-
,	communication and a second	
17)	RANKING OF SUCCESSFUL BIDDER IN EV	
	(i.e. 1st, 2nd, 3rd EVALUATION BID).	1st
18)	METHOD OF PROCUREMENT USED: - (Tie	ck one)
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE
	c) TWO STAGE BIDDING PROCEDUR	Œ
	d) TWO STAGE – TWO ENVELOPE BI	IDDING PROCEDURE
	PLEASE SPECIFY IF ANY OTHER	METHOD OF PROCUREMENT WAS ADOPTED i.e.
	EMERGENCY, DIRECT CONTRACTING	
		O for selection of consultant (Rule 72 of SPPRA)
		m pros. p. c. 1982 (1982) (1982) (1982) (1982) (1982) (1982) (1982) (1982) (1982) (1982) (1982) (1

19)	APPR	OVING AUTHORITY FOR AWARD OF CONTR		(arachi Fisheries Harbour Authority						
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN Yes V No									
21)	ADVI	ERTISEMENT:								
	i)	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	11-03-2015 1575218773						
		(11 yes, give date and 51 PAS Identification (10.)	No							
	ii)	News Papers (If yes, give names of newspapers and dates)	Yes	11-13 Mar 2015, Dawn, Jang, Kawish, Tr News Lark, Financial Daily, Nada-e-Kara						
		. ()	No							
22)	NATU	JRE OF CONTRACT		Domestic/ Local						
23)		THER QUALIFICATION CRITERIA								
		INCLUDED IN BIDDING / TENDER DOCUMEN , enclose a copy)	NTS?	Yes / No						
24)		THER BID EVALUATION CRITERIA		Yes / No						
		INCLUDED IN BIDDING / TENDER DOCUMEN , enclose a copy)	15?							
25)		THER APPROVAL OF COMPETENT AUTHORI' HOD OTHER THAN OPEN COMPETITIVE BIDE		S OBTAINED FOR USING A Yes No						
26)	WAS	BID SECURITY OBTAINED FROM ALL THE B	IDDER	Yes / No						
27)		THER THE SUCCESSFUL BID WAS LOWEST E BEST EVALUATED BID (in case of Consultancie		ATED Yes / No						
28)		THER THE SUCCESSFUL BIDDER WAS TECH! PLIANT?	NICAL	LY Yes No						
29)		THER NAMES OF THE BIDDERS AND THEIR TIME OF OPENING OF BIDS?	QUOT	Yes No						
	CONT	THER EVALUATION REPORT GIVEN TO RACT?	BIDDI	ERS BEFORE THE AWARD OF						
	(Attac	h copy of the bid evaluation report)		Yes ✓ No						

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	√
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN T	HE T	ENDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	
	No	√
33) WAS THE EXTENSION MADE IN RESPONSE TIME?		
(If yes, give reasons)	Yes	
	No	√
34) DEVIATION FROM QUALIFICATION CRITERIA		
(If yes, give detailed reasons.)	Yes	
	No	✓
35) WAS IT ASSURED BY THE PROCURING AGENCY TO BLACK LISTED?	ГНАТ	THE SELECTED FIRM IS NOT Yes No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF VISIT	PROC	UREMENT? IF SO, DETAILS TO
(If yes, enclose a copy)	-	Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBI THE CONTRACT (BANK GUARANTEE ETC.)?	LIZA	Yes / No
 SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description) 	Yes	
	N	140
Signature & Official Stamp of Authorized Officer Karachi Fisheries Harbour Authority Government of Singh, Karachi	No	√
FOR OFFICE USE ONLY		

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print Save Reset

Appendix G

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIER'S OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. Dated June 15, 2015 Contract Value: 26,157,946/-Contract Title: ADP SCHEME - "REHABILITATION & RENOVATION OF KARACHI FISH HARBOUR - EXTERNAL SERVICES" AT KARACHI FISH HARBOUR

National Engineering Services Pakistan (Pvt.) Ltd. hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, National Engineering Services Pakistan (Pvt.) Ltd represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

National Engineering Services Pakistan (Pvt.) Ltd certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

National Engineering Services Pakistan (Pvt.) Ltd accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, National Engineering Services Pakistan (Pvt.) Ltd agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by National Engineering Services Pakistan (Pvt.) Ltd as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Client:

Karachi Fish Harbour Authority

Name of Consultant:

National Engineering Services Pakistan

Pvt. Ltd

Signature: [Seal] and the Carriers was known appearing

Geschneigt at Sinds, karachi.

Signature: ...

[Seal]

Ahmad Halim General Manager/Head National Engineering Services Pakistan (Pvt.) Limited. (NESPAK)

Karachi



Government of Sindh

Bid Evaluation Report

1. Name of Procuring Agency:

Karachi Fisheries Harbour Authority

2. Tender Reference No.:

INF-KRY No.882/15 dated 09.03.2015

Tender Description/Name of Work:

Rehabilitation of Floating Jetty at Karachi Fish

Harbour

4. Method of Procurement:

Prequalification of Consultants / Least Cost

Selection Method

5. Tender Published:

SPPRA & KFHA Web Sites, Dawn', 'Jang', 'Kawish'.

'Financial Daily, 'Nada-e-Karachi', The News Lark.

6. Total Bid Document Sold:

(04)

7. Total Bids Received:

(03)

8. Technical Bid Opening Date (if applicable):

11-05-2015

9. No. Bid Technically Qualified (if applicable):

(02)

10. Bids Rejected:

11. Financial Bid Opening Date:

19-05-2015

12. Bid Evaluation Report:

Attached

S. No.	Name of firm or Bidder	firm or the		Comparison with Estimated cost (Rs.)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Techno- Consult International.	62,929,950/-	2 nd Lowest	84.56% Above	Responsive	
2	M/s NESPAK.	26,157,946/-	1 st Lowest	23.29% Below	Responsive	Recommended for award of work

(Engr. Shuneed Ahmed Memon)

Director Engineering

KFHA, Member

(Shahabuddin Memon) Senior Chief (L & F)

P&D Deptt., GOS, Member

(Dr. Aijāz Alam)

Deputy Secretary (Dev-1) Finance Deptt. GOS, Member

(Ghulam Muhammad Mahar)

Director General Fisheries L&F Deptt. GOS, Member

(Muhammad Ramzan Awan) Managing Tirector

PPRA INWARD DIARY

Date: May 15, 2015

ADP Scheme, "Rehabilitation & Renovation of Karachi Fish Harbour – External Services"

Minutes of Consultant Selection Committee meeting held on May 15, 2015 Technical Evaluation of the RFP

The members of the Consultant Selection Committee (CSC) carried out the technical evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet (ITC Clause 18.1, Section 2, RFP). Each proposal was read through in detail and was checked for compliance with specific clauses, especially in the section on Instructions to Consultants. The clauses referring to content and format of the technical proposals and biodata and requirement for staffing schedule and work plan were assessed.

During evaluation of personnel each expert was evaluated separately using the four factors in the personal evaluation sheet and the rating levels in the scoring table. The basis for assessing the expert's ratings was the biodata of individual expert contained in the curriculum vitae (CV), Form Tech 6 attached in each proposal.

The proposals were evaluated to assess Consultants proposed approach and methodology, work plan and staffing schedule. Under the approach and methodology, proposals were assessed; (i) to judge extent of the Consultant's technical approach and proposed methodology, which responds to the objectives indicated in the TOR and Consultant's approach to improve the implementation of the assignment without substantially changing the TOR requirement, (ii) Proposed work plan adequately describing all the important activities and its timely completion and (iii) Format of the staffing schedule showing the inputs of all nominated experts and their timely mobilization in compliance to the proposed methodology and the activities shown on the work plan.

All the above factors were assessed versus the scoring criteria and rating

through a process of consensus. The findings of the CSC technical evaluation and recommendations are as under;

Table: Result of CSC Technical Evaluation

Sr. #	Firm	Score
1.	Techno-Consult International	83
2.	National Engineering Services Pakistan (Pvt) Limited	93

The minimum technical score required to pass is 70 as specified in the Data Sheet of RFP. The CSC therefore recommends for opening of Financial Proposals of the above both Consulting Firms on May 19, 2015.

Attachments:

- 1. Summary Evaluation Sheet for full Technical Proposal
- 2. Personnel Evaluation Sheets
- 3. Narrative Comments on Evaluation of Technical Proposals

Consultant Selection Committee

(Engr. Shoneed Ahmed Memon)

Director Engineering

KFHA

Member

(Shahabuddin Memon) Senior Chief (L & F)

P&D Deptt., GOS Member (Dr. Aijūz Alam)

Deputy Secretary (Dev-I) (S

Finance Deptt, GOS Member

Member

(Ghulam Muhammad Mahar)

Director General Fisheries L&F Deptt. GOS

Member

(Muhammad Ramzan Awan)

Managing Directo

KFHA Convener

SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS

LEAST COST SELECTION METHOD

EVALUATION CRITERIA		Max.	Techno-C Interna	13(6)(6)(6)	Natio Engine Services I	ering
		Transpare of	Rating	Score	Rating	Score
i. Ap	proach and Methodology	25		20.25		19.5
a.	Technical Approach & Methodology	10	90%	9	90%	9
b.	Work Plan	10	75%	7.5	75%	7,5
c.	Organization & Staffing	5	75%	3.75	60%	3
ii. Pe	ersonnel	75		62.75		73.85
a,	Project Manager	15		12		15
b.	Deputy Project Manager	10		7.75		10
с.	Senior Engineer-I	10		10		9.75
d.	Senior Engineer-II	8		6.4		8
e.	Senior Architect	8		6.2		8
f.	Procurement Contract Specialist	4		4		3.9
g.	Mechanical Engineer	4		3.1		4
h.	Electrical Engineer	4		3		4
L	Geotechnical Engineer	4		3.2		4
J.	Telecom Engineer	4		3.1		4
k.	Environment Engineer	4		4		3.2
	Total	100		83		93

i. Approach & Methodology

Excellent: 95 - 100%

Very Good: 81 - 94%

Above Average: 70 - 90%

Average: 60 - 69%

(Engr. Shuneed Ahmed Memon)

Director Engineering

KFHA

Member

(Dr. Aljaz Alam) LS

Deputy Secretary (Dev-I)

Finance Deptt. GOS

Member

(Shahabuddin Memon)

Senior Chief (L & F)

P&D Deptt., GOS

Member

(Ghulam Muhammad Mahar)

Director General Fisheries

L&F Deptt. GOS

Member

(Muhammad Ramzan Awa

Managing Director

KFHA

CONSULTING FIRMS RFP - PERSONNEL EVALUATION SHEET

Name of the Firm: **Techno - Consult International**

				1	1		3	(ı)	
Key Professionals		management begins armos		Qualification Experience in Relevant Field			Experience in Relevant Area		Status with Firm		TOTAL SCORE	
		5		15	5%	60)%	20)%	5%		(A+B+C+D)
				Rating Scor		Rating Sco		Rating Sco		Rating	Score	
a,	Project Manager	15	Zafar Masud Siddiqui	100%	2.25	100%	9	0%	0	100%	0.75	12.0
b.	Dty Project Manager	10	Hanif Siddiqui	100%	1.5	100%	6	0%	0	50%	0.25	7.8
c.	Sr. Engineer-I	10	Dr. Masroor A Sheikh	100%	1.5	100%	6	100%	2	100%	0.5	10.0
d.	Sr. Engineer-II	8	Muhammad Waseem	100%	1.2	100%	4.8	0%	0	100%	0.4	6.4
e.	Sr. Architect	8	Rizwan Haider	100%	1.2	100%	4.8	0%	0	50%	0.2	6.2
f.	Procmnt Contr. Specia.	4	Zehra Jabeen	100%	0.6	100%	2.4	100%	0.8	100%	0.2	4.0
g.	Mechanical Engr.	4	M. Zia Ul Huq	100%	0.6	100%	2.4	0%	0	50%	0.1	3.1
h.	Electrical Engr.	4	Maqsood Khan	100%	0.6	100%	2.4	0%	0	0%	0	3.0
i.	Geotechnical Engr.	4	Muhammad Shahid	100%	0.6	100%	2.4	0%	0	100%	0.2	3.2
j.	Telecom Engr.	4	Mirza Zamir	100%	0.6	100%	2,4	0%	0	50%	0.1	3.1
k.	Environment Engr.	4	Kashif Masood	100%	0.6	100%	2.4	100%	0.8	100%	0.2	4.0
		75			11.3		45.0		3.6		2.9	62.8

For Columns A, B & C

Compliance = 100%

Non-compliance = 0% - Does not comply with the evaluation criteria or eligibility or there is insufficient information to assess compliance with the evaluation.

For Column D

Permenant Position = 100%

Part time with Previous Position = 50%

Part time only for this assignment = 0%

(Engr. Shuneed Ahmed Memon)

Director Engineering

KFHA

Member

(Dr. Aljez Alam) (

Deputy Secretary (Dev-I)

Finance Deptt. GOS

Member

(Shahabuddin Memon)

Senior Chief (L & F)

P&D Deptt., GOS

Member

(Ghulam Muhammad Mahar)

Director General Fisheries

L&F Deptt. GOS

Member

(Muhammad Ramzar

Managing Direct

KFHA

CONSULTING FIRMS RFP - PERSONNEL EVALUATION SHEET

Name of the Firm: National Engineering Services Pakistan (Pvt.) Limited

				1	1	E	3	(I)		
	Key Professionals		Professionals Point Name		Qualification Experience Relevan			Experie Rele Ar	vant	Statu	Service .	TOTAL SCORE	
				15	%	60	9%	20	1%	5	%	(A+B+C+D)	
				Rating	Score	Rating	Score	Rating	Score	Rating	Score		
a.	Project Manager	15	Ahmed Halim	100%	2.25	100%	9	100%	3	100%	0.75	15.0	
b.	Dty Project Manager	10	Muhammad Farooq	100%	1.5	100%	6	100%	2	100%	0.5	10.0	
c.	Sr. Engineer-I	10	Rehan Zamin	100%	1.5	100%	6	100%	2	50%	0.25	9.8	
d.	Sr. Engineer-II	8	Shaheen Saif	100%	1.2	100%	4.8	100%	1.6	100%	0.4	8.0	
e.	Sr. Architect	8	Imran A. Khan	100%	1.2	100%	4.8	100%	1.6	100%	0.4	8.0	
f.	Procmnt Contr. Specia.	4	Nadim Akhtar	100%	0.6	100%	2.4	100%	0.8	50%	0.1	3.9	
g.	Mechanical Engr.	4	Saeed Ahmed Soomro	100%	0.6	100%	2.4	100%	0.8	100%	0.2	4.0	
h.	Electrical Engr.	4	Obaid ur Rehman	100%	0.6	100%	2.4	100%	0.8	100%	0,2	4.0	
Ä,	Geotechnical Engr.	4	Munawwar Abbas	100%	0.6	100%	2.4	100%	0.8	100%	0.2	4.0	
j.	Telecom Engr.	4	Rabia Boolani	100%	0.6	100%	2.4	100%	0.8	100%	0.2	4.0	
k.	Environment Engr.	4	Imran ul Haq	100%	0.6	100%	2.4	0%	0	100%	0,2	3.2	
		75			11.3		45.0		14.2		3.4	73.9	

For Columns A, B & C

Compliance = 100%

Non-compliance = 0% - Does not comply with the evaluation criteria or eligibility or there is insufficient information to assess compliance with the evaluation.

For Column D

Permenant Position = 100%

Part time with Previous Position = 50%

Part time only for this assignment = 0%

(Engr. Shuneed Ahmed Memon)

Director Engineering

KFHA

Member

(Dr. Aijaz Alam)

Deputy Secretary (Dev-

Finance Deptt. GOS

Member

(Shahabuddin Memon)

Senior Chief (L & F)

P&D Deptt., GOS

Member

(Ghulam Muhammad Mahar)

Director General Fisheries

L&F Deptt. GOS

Member

(Muhammad Ramzan

Managing Director

KFHA

Minutes of Consultant Selection Committee Meeting – Evaluation of Financial Proposals

Dated May 21, 2015

The Karachi Fisheries Harbour Authority through letters dated May 15, 2015 informed the technically qualified Consultant Firms: (i) M/s Techno-Consult International and (ii) National Engineering Services Pakistan (Pvt) Limited, and the Consultant Selection Committee (CSC) members, the schedule of public opening of Financial Proposals. Accordingly, the Financial Proposals were opened publicly in presence of the Consultant Firm's representatives and the CSC members as per schedule on May 19, 2015 at 12:00 noon. The Financial Proposals of the Consultant Firms who met the minimum qualifying points were then inspected to confirm that they have remained sealed and unopened.

Afterwards, the Financial Proposals were opened and the total prices read aloud, recorded and signed by the CSC members. The details of Price at opening of the Financial Proposals are given in the following table;

S. No.	Name of Bidder	Offered Price	Amount of Bid Security	Pay Order No./ Date
1	Techno-Consult International	62,929,950/-	1,900,000/-	No.04101883 of Askari Bank Dt. 11.05.2015
2	National Engineering Services Pakistan (Pvt) Limited	26,157,946/-	900,000/-	N0.12354378 of HBL Dt. 11.05.2015

The CSC members carried out the financial evaluation in light of the guiding principles of evaluating proposals, RFP. The method for selection of Consultant Firm was adopted as **Least Cost Selection Method** referred at Clause 2.1 of Data Sheet. Each proposal was read through in detail and was checked for compliance with specific clauses, especially in the section on Instructions to Consultants.

The Financial Proposals were first checked for compliance with the data Sheet. Review was then made to ensure that the figures provided in each Financial Proposal are consistent with the details of the corresponding technical proposal. It was observed that none of the expert included in the technical proposals has been omitted from the Financial Proposal. The Financial Proposals were complete and the Consultants have priced all Items of their corresponding Technical Proposals.

While checking arithmetical errors, no computational errors were noticed in the Financial Proposals and hence no adjustments are required.

After detailed technical and financial evaluation, the proposal submitted by M/s National Engineering Services Pakistan (Pvt) Limited has been Ranked 1st being the lowest offered price.

The CSC thus approves the financial proposal of M/s National Engineering Services Pakistan (Pvt) at the lowest offered Limp Sum Price of Rs.26,157,946/-.

The CSC also approves to negotiate with M/s National Engineering Services Pakistan (Pvt) as indicated in the Data Sheet. The negotiations would include discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, organization and personnel and any suggestion made by the Consultant to improve the TOR.

Consultant Selection Committee

(Eng). Shuneed Ahmed Memon)

Director Engineering

KFHA Member

(Shahabuddin Memon)

Senior Chief (L & F) P&D Deptt., GOS Member (Dr. Aijaz Alam)
Deputy Secretary (Dev-I)

Finance Deptt, GOS Member

(Gholam-Muhammad Mahar)

Director General Fisheries L&F Deptt. GOS Member

(Muhammad Ramzan Awan)

Managing Director KFHA Convener

EVALUATION SHEET FOR FINANCIAL PROPOSALS

LEAST COST SELECTION METHOD

Name of Firm	Technical Score	Total Price Quoted (Pak Rs.)	Amount of Bid Security (Pak Rs.)	Remarks
Techno-Consult International	83	62,929,950	1,900,000	2nd Lowest
National Engineering Services Pakistan (Pvt.) Limited	93	26,157,946	900,000	1st Lowest

(Engr. Shuneed Ahmed Memon)

Director Engineering

KFHA

Member

(Dr. Aljaz Alam)

Deputy Secretary (Dev-I)

Finance Deptt. GOS

Member

(Shahabuddin Memon)

Senior Chief (L & F)

P&D Deptt., GOS

Member

(Ghulam Muhammad Mahar)

Director General Fisheries

L&F Deptt. GOS

Member

(Muhammad Ramzan Awan)

Managing Director

KFHA

NO: INF-KRY NO: 882/15

Minutes of Financial Bid Opening Meeting

Dated May 19, 2015

A meeting of the Consultant Selection Committee (CSC) of this department was held on May 19, 2015 for opening the Financial Proposals of the technically qualified Consulting Firms in respect of subject NIT submitted in response to RFP. The meeting was attended by all members of the CSC and the representative of Consulting Firms. (Attendance sheets are enclosed).

The Financial Proposals of the following Consultant Firms who met the minimum qualifying points were then inspected to confirm that they have remained sealed and unopened.

- 1. Techno-Consult International
- 2. National Engineering Services Pakistan (Pvt) Limited

The Financial Proposals were then opened at 12:00 noon in presence of the representatives of above mentioned Consulting Firms and the rates quoted were read aloud and encircled by Chairman of the CSC. All the members of the CSC signed each and every page of financial proposal. The Financial Proposals do not contain any over-writing or cutting. Following is the details announced:

S. No.	Name of Bidder	Offered Price	Amount of Bid Security	Pay Order No./ Date
1	Techno-Consult International	62,929,950/-	1,900,000/-	No.04101883 of Askari Bank Dt. 11.05.2015
2	National Engineering Services Pakistan (Pvt) Limited	26,157,946/-	900,000/-	NO.12354378 of HBL Dt. 11.05.2015

The committee shall examine all the bids as per the Qualification/eligibility criteria provided in the RFP, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

Consultant Selection Committee

(Engr. Shoneed Ahmed Memon)

Director Engineering

KFHA Member

(Shahabuddin Memon)

Senior Chief (L & F) P&D Deptt., GOS Member (Dr. Aljaz Alam)
Deputy Secretary (Dev.)

Deputy Secretary (Dev-I) Finance Deptt, GOS Member

(Ghulam Muhammad Mahar)

Director General Fisheries L&F Deptt. GOS Member

(Muhammad Ramzen Awan)

Managing Director KFHA Convener

ATTENDANCE SHEET - CONSULTANT SELECTION COMMITTEE

Opening of Financial Proposals Dated May 19, 2015

Venue: Office of Managing Director, KFHA

Sr. #	Name of the Member	Signature
1	(Muhammad Ramzan Awan) Managing Director KFHA Convener	Layre.
2	(Ghulam Muhammad Mahar) Director General Fisheries L&F Deptt, GOS Member	19.15/2
3	(Shahabuddin Memon) Senior Chief (L & F) P&D Deptt. GOS Member	Sheady
4	(Dr. Aijaz Alam) Deputy Secretary (Dev-I) Finance Deptt. GOS Member	Anni 915/15
5	(Engr. Shuneed Ahmed Memon) Director Engineering KFHA Member	

ATTENDANCE SHEET - CONSULTANT FIRMS

Opening of Financial Proposals Dated May 19, 2015 at 12:00 Noon

Venue: Office of the Managing Director, KFHA

\$r. #	Name of Consulting Firm	Name of Representative	Designation	Contact No.	Signature
-	Techno – Consult International	Makeman & Mal	PX to Discutation (NO)	0300.2463080	messi
2	National Engineering Services Pakistan (Pvt.) Limited	Ali Macado (Serse (Haymore)	Principol Grassi) Efricas	HOILIGE EEO	Ser Allen