



**SINDH GOVERNOR'S HOUSE  
(MILITARY SECRETARY WING)**

**IMMEDIATE**

NO. SOE(MSG)4(107)/2017 / 458  
18th May, 2017

The Manager (Assessment),  
Sindh Public Procurement Regulatory Authority,  
Karachi.

SUB: **MINUTES OF THE MEETING OF PROCUREMENT COMMITTEE HELD ON 12-05-2017 UNDER THE CHAIRMANSHIP OF SECTION OFFICER (ESST.) TO MILITARY SECRETARY WING FOR REPAIR, RENOVATION FLOORING, POLISHING AND RE-STRUCTURING OF GOVERNOR WING AT SINDH GOVERNOR HOUSE KARACHI.**

Ref: NIT NO.SOE (MSG)4(107)/2017 dated 25-04-2017

I am directed to refer to the subject noted above and to send herewith the following documents with the request that these papers may please be placed on SPPRA Web Site and issue ID:-

- | S # | NAME OF DOCUMENT   |
|-----|--|
| 1.  | Minutes of the meeting of procurement committee held on 12-05-2017 to open the <b>Technical Bid/Financial bid</b> of the tender viz. Repair, Renovation Flooring, Polishing and Re-Structuring of Governor Wing at Sindh Governor's House. |
| 2.  | Technical Bid opening check list.  |
| 3.  | Bid Evaluation report (in compliance of clause 45 SPPRA rule 2010) (06 Nos. separately).   |
| 4.  | Comparative Statement.   |
| 5.  | The List of Participants of Procurement Committee.   |
| 6.  | Attendance Sheet of Tenders opening/Inspection Committee.  |
| 7.  | Attendance Sheet of Tenders Representative.  |

02. Thanking in anticipation.

  
(Mujeebullah Hashmi)  
SECTION OFFICER (ESTT:)

Encl. as above

Copy for information to :-

1. The PS to Secretary (P & D), Govt. of Sindh, Karachi.
2. The PS to Secretary to Governor Sindh, Governor Secretariat, Karachi.
3. The AEN (BSC), MS Wing, Sindh Governor's House, Karachi.
4. Office order file.

SPPRA INWARD DIARY  
NO. 750  
DATED 18-5-17

**MINUTES OF THE MEETING OF PROCUREMENT COMMITTEE HELD  
UNDER THE SECTION OFFICER (ESST.) MILITARY SECRETARY WING /  
CHAIRMAN PROCUREMENT COMMITTEE (LIST OF PARTICIPANT ATTACHED).**

Meeting of the Procurement Committee held on 12-05-2017 to open the Financial/Technical Bid for the bidder invited for the Good vide N.I.T. No: SOE(MSG)4(107)/2017 dated 25-04-2017 for the work Repair, Renovation Flooring, polishing and Re-Structuring of Governor Wing at Sindh Governor's House Karachi.

1. Bidders / representatives, who were present, signed the attendance sheet.
2. The Sealed tender box was opened at 2:00 PM and all the tenders were removed from Box and place on the table.
3. There was no enveloped marked "withdrawal"
4. There was no enveloped marked "Modification"
5. After counting the tenders, each tender envelope was identified by given it a serial No. divided by total No of tenders received detailed below:
  - 1/2 M/S Sherjan Mooskhail & Sons.
  - 2/2 M/S SMK Construction Company.
  - 3/3 M/s Shamsheer khan & Company.
6. Bid opening sheet was prepared containing the information relating to Bids announced at the opening.
7. Relevant details i.e. name of Bidder, total amount of each Bid, amount of call deposit, name of Bank, etc were read aloud against each serial No. in the bid opening sheet.
8. The Chairman Procurement Committee encircles the rate and total bid prices and then the Chairman signed the Bid opening sheet.



Mr. Muhammad Basit  
Assistant Engineer (BSC)  
Military Secretary Wing



Mr. Tahir Muhammad Khan  
Assistant Executive  
Engineering (Civil) KMC





Mr. Mujeebullah Hashmi  
Section Officer/DDO  
Military Secretary Wing  
Sindh Governor House, Karachi

# REPAIR, RENOVATION FLOORING, POLISHING AND RE- STRUCTURING OF GOVERNOR WING AT SINDH GOVERNOR'S HOUSE, KARACHI

NIT NO.SOE(MSG)4(107)/2017 dated 25-04-2017

Sr. No.	Name of Contractor	PEC Valid 2016	Last 03 year certificate	Last 3 years completion of work / Project	Machinery & Equipment	NTN Certificate	Affidavit	Sindh Board of Revenue Certificate	Remarks
01.	M/s. Sherjan Mosakhail & Sons	✓	✓	✓	✓	✓	✓	✓	Responsive
02.	M/s. SMK Construction Company	✓ 2015	x	x	x	✓	x	x	Not Responsive
03	M/s Shamsher Khan & Company	✓	x	x	x	✓	x	✓	Not Responsive

  
**Mr. Tahir Muhammad Khan**  
Assistant Executive  
Engineering (Civil) KMC

  
**Mr. Muhammad Basit**  
Assistant Engineer (BSC)  
Military Secretary Wing,  
Sindh Governor's House

  
**Mr. Mujeebullah Hashmi**  
Section Officer/DDO  
Military Secretary Wing  
Sindh Governor's House

# OFFICE OF THE MILITARY SECRETARY TO GOVERNOR SINDH

## BID EVALUATION REPORT

### Name of Procedure Agency


### Military Secretary to Governor Sindh


- Tender Reference No. SOE(MSG)4(107)/2017 Dated 25-04-2017
- Tender Description / Name of Work Repair, Renovation Flooring, Polishing and Re-Structuring of Governor Wing at Governor House, Sindh Karachi.
- Method of Procurement Single Stage One Envelope Method
- Tender Published Daily Dawn dated 28-04-2017 & others
- Total Bid Documents Sold 03 Nos
- Total Bids Received 03 Nos
- Technical Bid Opening Date N/A
- No. of Bids Technically Qualified N/A
- Bid(s) Rejected -
- Financial Bid Opening Date 12-05-2017

### • Bid Evaluation Report

Sr..	Name of Bidder	Cost Offered by the Bidder (PKR)	Engineer's Estimate	Ranking in Terms of Cost	Reasons for Acceptance / Responsive Rejection
1	M/s Sherjan Mooskhail & Sons	Rs. 14,802,508/-	Rs. 15,000 (M)	1 <sup>st</sup> Lowest	Responsive recommended for award of work
2	M/s SMK Construction Company	Rs. 14,903,426/-		2 <sup>nd</sup> Lowest	Responsive / Highest
3	M/s Shamsher Khan & Company	Rs. 15,010,116/-		3 <sup>rd</sup> Lowest	Responsive / Highest

  
Mr. Muhammad Basit  
Assistant Engineer (BSC)  
Military Secretary Wing

  
Mr. Tahir Muhammad Khan  
Assistant Executive  
Engineering (Civil) KMC, Karachi

  
Mr. Mujeebullah Hashmi  
Section Officer/DDO  
Military Secretary Wing  
Sindh Governor House, Karachi

NAME OF WORK: Repair, Renovation Floor

Estimated cost 15.000 (M)

Description	
Repair, Renovation Flooring, Polishing and Re-Structuring of Governor Wing	6
<b>Total Bid Cost</b>	6

Certified that the rate quoted by M/s. Sh

  
Mr. Tahir Muhammad  
Assistant Exec  
Engineering (Civil) KM

## THE LIST OF PARTICIPANTS OF PROCUREMENT COMMITTEE

- |   |  |          |
|---|--|----------|
| 1 | Mr. Mujeeullah Hashmi<br>Section Officer/DDO<br>Military Secretary Wing<br>Sindh Governor's House, Karachi | Chairman |
| 2 | Tahir Muhammad Khan<br>Assistant Executive,<br>Engineering (Civil) KMC, Karachi                            | Member   |
| 3 | Mr. Muhammad Basit<br>Assistant Engineer (BSC)<br>Military Secretary Wing,<br>Sindh Governor House         | Member   |

  
(MUJEEBULLAH HASHMI)  
SECTION OFFICER/DDO  
MILITARY SECRETARY WING  
SINDH GOVERNOR HOUSE KARACHI



**SINDH GOVERNOR'S HOUSE  
(MILITARY SECRETARY WING)**

**REPAIR, RENOVATION FLOORING, POLISHING AND RE-STRUCTURING  
OF GOVERNOR WING AT SINDH GOVERNOR HOUSE KARACHI.**

Tender Opening Date .....12-05-2017  
Tender Opening Time .....02:00 Hours

**ATTENDENCE SHEET**  
**TENDERS OPENING/INSPECTION COMMITTEE**

S.No	Name	Designation	Signature
01	<b>Mr. Mujeebullah Hashmi</b> Section Officer/DDO Military Secretary Wing Sindh Governor's House, Karachi	Chairman	
02	<b>Mr. Tahir Muhammad Khan</b> Assistant Executive Engineering (Civil) KMC	Member	
03	<b>Mr. Muhammad Basit</b> Assistant Engineer (BSC) Military Secretary Wing, Sindh Governor's House, Karachi	Member	



SINDH GOVERNOR'S HOUSE  
(MILITARY SECRETARY WING)

**REPAIR, RENOVATION FLOORING, POLISHING AND RE-STRUCTURING  
OF GOVERNOR WING AT SINDH GOVERNOR HOUSE KARACHI.**

Tender Opening Date .....12-05-2017

Tender Opening Time .....02:00 Hours

**ATTENDENCE SHEET OF TENDERS REPRESENTATIVE**

S.NO	FIRM	DESIGNATION	SIGNATURE
1	M/S Shojan Mosallui S Sa	Director.	
2	SMK Const.	Manager.	
3	Shamshat Khan & Co	Supervisor.	
4			
5			



# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Governor House
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial (Sindh)
- 3) TITLE OF CONTRACT Repair & Renovation Work - 4 Governor's Secretariat
- 4) TENDER NUMBER GS/Accts/3-26/2017/DDO Dated 01st June, 2017
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work - 4 Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 975,700/-
- 8) ENGINEER'S ESTIMATE 980,150/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 10 Days
- 10) TENDER OPENED ON (DATE & TIME) 26-05-2017 at: 1300 hrs & 1400 hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. SherJan Mosakhail & Sons
- 16) CONTRACT AWARD PRICE 975,700/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
975,700/- M/s. SherJan Mosakhail & Sons  
983,090/- M/s. Shamsher Khan & Company  
985,650/- M/s. SMK Constructions
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Yes ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE No ☐ No
- c) TWO STAGE BIDDING PROCEDURE No ☐ No
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE NO ☐ No

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_ Principal Secretary to Governor Sindh

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	GS/Accts/3-26/2017/DDO Dt: 11-05-2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	No

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	Yes
No	

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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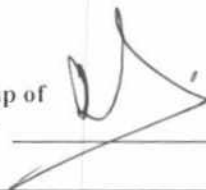
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



ATTA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

**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

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3450/-  
116:137  
07/06/17

# AGREEMENT BETWEEN

This agreement made at Karachi on this 7<sup>th</sup> day of June, 2017 between:

Principal Secretary to Governor Sindh, Governor's Secretariat, Sindh  
Governor House Karachi, hereinafter called the client 1st  
Party

AND

M/s **Sherjan Mosakhail & sons**, Office B-48, Block-T, North Nazimabad, Karachi. Hereinafter called the contractor 2nd party.

WHEREAS the first party has assigned the **Repair and Renovation of Governor's Secretariat** at Sindh Governor House Karachi with detailed reference to the second party on the following terms and conditions:

1) Whereas the Client called 1st party is desirous that the contractor the 2nd party to execute the Repair and Renovation of Governor's Secretariat at Sindh Governor House and has accepted a bid by the contractor for the execution and completion of such works and remedying of any defects therein for final corrected price of **Rs. 975,700/-**.

The work of Repair and Renovation of Governor's Secretariat at Sindh Governor House shall be conducted as per approved design, instructions as mention in tender documents.

That mode of payment to the second party shall be made as per actual quantities executed at site.

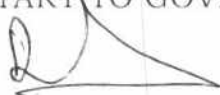
4) In consideration of the payment to be made by the 1st party to the contractor 2nd party as hereinafter mentioned, the contractor hereby consents with the 1st party execute and complete works and remedy any defects herein in conformity in all respect with the provisions of the contract.

Intended completion time for the works shall be less than 10 days and 02 days will be given for final inspection and handing over in addition to that. The start date shall be soon after the signing of the contract agreement.

- 6) All tender documents i/e special condition of contract including approval list of manufacturing/brands is part of this agreement.
- 7) Clients can alter this works by withdrawing/cancellation or addition of any item of works awarded in this contract upto 30% of cost of this work order, and contractor shall have no claim what so ever on this account.

IN WITNESS where of the parties have signed over this agreement by their own free will and consent, on the day, month and year first mentioned herein above

For and behalf of:  
PRINCIPAL SECRETARY TO GOVERNOR SINDH



Witness:

Signature

Name Khalid Bano Razaq

Title Accounts Officer

NIC NO: 41304-8424103-5

Witness:

Signature

Name AMAR RAJ

Title Tele Phone Operator

NIC NO: 42301-3675956-5

For and on behalf of  
M/s Sherjan Mooskhail & Sons

Mirza Khan

Witness:

Signature

Name Najam uz Zaman

Title Friend

Witness:

Signature

Name Nasir Khan

Title Friend



Secretariat of Governor Sindh  
Governor's House

Karachi  
No.GS/Accts/3-26/2017/D.D.O

Dated: 15<sup>th</sup> June, 2017

Mr. Asif Ali Khan & Sons

**WORK ORDER**

**SUBJECT: REPAIR & RENOVATION WORK 4 OF SINDH GOVERNOR'S SECRETARIAT, GOVERNOR HOUSE, KARACHI.**

Your Tender for the above mentioned work as quoted amount on all items as per estimate to Rs. 975,700/- (PAK: Rupees Nine Lac Seventy Five Thousand Seven hundred Only) is approved by the Competent Authority.

The work should be executed strictly in accordance with the specification provided in the BQ and conformity with the Schedule of progress. Any deficiency in the work shall be met by the contractor at no cost to Governor's Secretariat.

Invoice should be addressed to Section Officer/DDO, Sindh Governor's Secretariat, Governor House, Karachi with the original invoice (alongwith photocopy of this work order).

No separate payment for carriage of items shall be made. Rate quoted by you shall include the cost of carriage.

In case of delay attributable to contractor, the contractor shall become liable to penalties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total work order amount per day of delay from original completion date. The above prices include all applicable taxes.

Governor's Secretariat reserves the right to cancel/revoke this work order if the payment is not made within the completion period.

You are requested to please read the above mentioned condition strictly and to comply with the items. The time of completion of above work is 10 days.

  
(ATTA MUHAMMAD PATHAN)  
SECTION OFFICER/DDO



# Sherjan Mosakhail & Sons

Engineers & Contractors

REPAIR & RENOVATION OF GOVERNOR'S SECRETARIAT OFFICES AT SINDH GOVERNOR  
HOUSE KARACHI

## Bill

S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	False ceiling 600mm x 600mm 7mm thick gysum board sheet of DFB pvc laminated at front and almunium foil at backside including framing	Sft	3570	84	299880
2	Provide & laying thick CC floor 1:2:4	Sft	420	155	65100
3	Provide and laying Roof screeding 2" thick	Sft	2980	64	190720
4	Provide and fixing Plumbing and bathroom all accessories complete as superior quality	L.s	4	105000	420000
Total					✓ 975,700.00

Pessed for payment of Rs. 975,700/-  
Rupees Nine Hundred Seventy five Thousand &  
seven hundred only  
debit ab la to Contingency fund.

  
ATTA MUHAMMAD PATHAN  
Section Officer (Civil)  
Sindh Governor's Secretariat  
Karachi.



Address : B-48, Block-T, North Nazimabad, Karachi.

Tel: (92-21) 36632151, Cell: 0300-2492954 Fax: 36632151

Email : sherjanmosakhailsons@gmail.com



## INTEGRITY PACT

### 1 General

Whereas, **Principal Secretary to Governor Sindh**, representing the **Sindh Governor's Secretariat, Karachi**, Government of Sindh, hereinafter referred to as the **Employer** on one part, and **Mirza Khan** representing the **M/S Sherjan Moosa Khail & Sons** as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.



- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### **4 Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

## **5 Sanctions for Violation**

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Pakistan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Sindh as per the Debarment Rule.

## **6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee

member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

**7 Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

**9 Legal Actions**

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10 Validity**

- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The Parties hereby sign this Integrity pact at 20 June on 2017

  
EMPLOYER **ATTA MUHAMMAD PATHAN**  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

Witness:

1.   
Amir Rj

2.   
Majid y Jan

  
BIDDER  
Masir Kh.

Witness:

1. 

2.   
Masir Kh

6) All tender documents i/e special condition of contract including approval list of manufacturing/brands is part of this agreement.

7) Clients can alter this works by withdrawing/cancellation or addition of any item of works awarded in this contract upto 30% of cost of this work order, and contractor shall have no claim what so ever on this account.

IN WITNESS where of the parties have signed over this agreement by their own free will and consent, on the day, month and year first mentioned herein above

For and behalf of:  
PRINCIPAL SECRETARY TO GOVERNOR SINDH

Witness:

Signature

Name Khalid Bin Razaq

Title Accounts Officer

NIC NO: 41304-8424103-3

For and on behalf of  
M/s Sherjan Mooskhail & Sons

Mirza Khan

Witness:

Signature

Name Najam uz Zaman

Title Friend

Witness:

Signature

Name AMAR RAJ

Title 42301-3675956-5

(Telephone  
operator)

Witness:

Signature

Name Nasir Khan

Title Friend

Secretariat of Governor Sindh  
Governor's House  
Karachi

No.GS/Accts/3-26/2017/D.D.O

Dated: 16 June, 2017

M/s. Sheran Mosakhail & Sons

**WORK ORDER**

Subject: REPAIR & RENOVATION WORK 3 OF SINDH GOVERNOR'S SECRETARIAT, GOVERNOR HOUSE, KARACHI.

Your Tender for the above mentioned work as quoted amount on all items as per MT come to Rs. 982,735/- (PAK: Rupees Nine Lac Eighty Two Thousand Seven hundred & Thirty Five Only) has been approved by the Competent Authority

The work should be executed strictly in accordance with the specification provided in the BOQ and conformity with the Schedule of progress. Any deficiency in the work will be met by the contractor at no cost to Governor's Secretariat


Invoice should be addressed to Section Officer/DDO, Sindh Governor's Secretariat, Governor House, Karachi with the original invoice (alongwith photocopy of this Work Order).

No separate payment for carriage of items shall be made. Rate quoted by you covers the cost of carriage.

In case of delay attributable to contractor, the contractor shall become liable to penalties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total work order amount per day of delay from original completion date. The above prices include all Govt/applicable Taxes.

Governor's Secretariat reserves the right to cancel/revoke this work order if completion is not made within the completion period.

You are requested to please read the above mentioned condition strictly and to supply/fixing the items. The time of completion of above work is 10 days.

  
(ATTA MUHAMMAD PATHAN)  
SECTION OFFICER/DDO





# Sherjan Mosakhail & Sons

Engineers & Contractors

REPAIR & RENOVATION OF GOVERNOR'S SECRETARIATE OFFICES AT SINDH GOVERNOR  
HOUSE KARACHI

BILL

S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Dismantling of existing rcc include staacking disposal of material away from the premises complete in all respect	Cft	1810	89	161,090.00
2	Provide and Fixing Precast RCC slab	Sft	2950	119	351,050.00
3	Provide and laying tiles glazed 6"x6x 1/4 " floor on wall facing on requirement coler pattern of site specification jointed white cement 1:2 greek motar 3/4" etc complete	Sft	2055	229	470,595.00
	Total				✓ 982,735.00

Pessed for payment of Rs. 982,735/-  
Rupees Nine Hundred Eighty Two Thousand Seven Hundred and Thirty Five only  
debit as to Contingency fund.

ATTA MUHAMMAD PATHAN  
Section Officer / DDO  
Sindh Governor's Secretariat  
Karachi.



Address : B-48, Block-T, North Nazimabad, Karachi.

Tel: (92-21) 36632151, Cell: 0300-2492954 Fax: 36632151

Email : sherjanmosakhailsons@gmail.com

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Governor House
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial (Sindh)
- 3) TITLE OF CONTRACT Repair & Renovation Work - 3 Governor's Secretariat
- 4) TENDER NUMBER GS/Accts/3-26/2017/DDO Dated 01st June, 2017
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work - 3 Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 982,735/-
- 8) ENGINEER'S ESTIMATE 989,550/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 10 Days
- 10) TENDER OPENED ON (DATE & TIME) 26-05-2017 at: 1300 hrs & 1400 hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. SherJan Mosakhail & Sons
- 16) CONTRACT AWARD PRICE 982,735/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
982,735/- M/s. SherJan Mosakhail & Sons  
1,005,460/- M/s. Shamsher Khan & Company  
1,012,050/- M/s. SMK Constructions
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Yes ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE No ☐ No
- c) TWO STAGE BIDDING PROCEDURE No ☐ No
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE NO ☐ No

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Principal Secretary to Governor Sindh

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	GS/Accts/3-26/2017/DDO Dt: 11-05-2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	No

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	Yes
No	

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

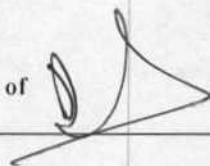
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



ATTA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**

**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

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## INTEGRITY PACT

### 1 General

Whereas, **Principal Secretary to Governor Sindh**, representing the **Sindh Governor's Secretariat, Karachi**, Government of Sindh, hereinafter referred to as the **Employer** on one part, and **Mirza Khan** representing the **M/S Sherjan Moosa Khail & Sons** as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### **4 Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



## **5 Sanctions for Violation**

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Pakistan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Sindh as per the Debarment Rule.

## **6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee

member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

**7 Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

**9 Legal Actions**

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.


**10 Validity**

- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The Parties hereby sign this Integrity pact at 07<sup>th</sup> June on 2017

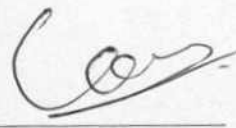
EMPLOYER


  
ATIA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

Witness:

1.   
Amir Riaz

2.

  
Masim Ullah



Mrs. Farheen

Witness:

1. 

2.

  
Masim Ullah

3150/-

NO 2 137  
09/06/17

## AGREEMENT BETWEEN

This agreement made at Karachi on this 7th day of June, 2017  
between:

Principal Secretary to Governor Sindh, Governor's Secretariat, Sindh  
Governor House Karachi, hereinafter called the client 1st  
Party

AND

M/s **Sherjan Mosakhail & sons**, Office B-48, Block-T, North Nazimabad,  
Karachi. Hereinafter called the contractor 2nd party.

WHEREAS the first party has assigned the **Repair and Renovation of Governor's Secretariat** at Sindh Governor House Karachi with detailed  
reference to the second party on the following terms and conditions:

- 1) Whereas the Client called 1st party is desirous that the contractor the 2nd party to execute the Repair and Renovation of Governor's Secretariat at Sindh Governor House and has accepted a bid by the contractor for the execution and completion of such works and remedying of any defects therein for final corrected price of **Rs. 890,625/-**.
- 2) The work of Repair and Renovation of Governor's Secretariat at Sindh Governor House shall be conducted as per approved design, instructions as mention in tender documents.
- 3) That mode of payment to the second party shall be made as per actual quantities executed at site.
- 4) In consideration of the payment to be made by the 1st party to the contractor 2nd party as hereinafter mentioned, the contractor hereby convents with the 1st party execute and complete works and remedy any defects herein I conformity In all respect with the provisions of the contract.
- 5) Intended completion time for the works shall be less than 10 days and 2 days will be given for final inspection and handing over in addition to that. The start date shall be soon after the signing of the contract agreement.

OFFICE SUPERINTENDENT:  
Stamp Office, City Court  
Karachi.

07 JUN 2017

2-6-17



- 6) All tender documents i/e special condition of contract including approval list of manufacturing/brands is part of this agreement.
- 7) Clients can alter this works by withdrawing/cancellation or addition of any item of works awarded in this contract upto 30% of cost of this work order, and contractor shall have no claim what so ever on this account.

IN WITNESS where of the parties have signed over this agreement by their own free will and consent, on the day, month and year first mentioned herein above

For and behalf of:  
PRINCIPAL SECRETARY TO GOVERNOR SINDH

Witness:

Signature

Name Khalid Bin Raza

Title Accounts Officer  
NIC NO. 41304-8424103-3

For and on behalf of  
M/s Sherjan Mooskhail & Sons

Witness:

Signature

Name Najam U2 Zaman  
Friend

Witness:

Signature

Name ANAR RAJ

Title Telephone operator  
CNIC NO. 42301-3675956-5

Witness:

Signature

Name Nasir Khan

Title Friend

Secretary to  
Governor



M/s. Sherjan MosaKhail & Sons  
Karachi

Secretariat of Governor Sindh  
Governor's House  
Karachi

No.GS/Accts/3-26/2017/D.D.O

Dated: 18 June, 2017

### WORK ORDER

Subject: REPAIR & RENOVATION WORK 2 OF SINDH GOVERNOR'S SECRETARIAT, GOVERNOR HOUSE, KARACHI.

Your Tender for the above mentioned work as quoted amount on all items as per NIT come to Rs. 890,625/- (PAK: Rupees Eight Lac Ninety Thousand Six hundred & Twenty Five Only) has been approved by the Competent Authority.

2. The work should be executed strictly in accordance with the specification provided in the BOQ and conformity with the Schedule of progress. Any deficiency in the work will be met by the contractor at no cost to Governor's Secretariat


3. Invoice should be addressed to Section Officer/DDO, Sindh Governor's Secretariat, Governor House, Karachi with the original invoice (alongwith photocopy of this Work Order).

4. No separate payment for carriage of items shall be made. Rate quoted by you covers the cost of carriage.

5. In case of delay attributable to contractor, the contractor shall become liable to penalties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total work order amount per day of delay from original completion date. The above prices include all Govt/applicable Taxes.

6. Governor's Secretariat reserves the right to cancel/revoke this work order if completion is not made within the completion period.

7. You are requested to please read the above mentioned condition strictly and to supply/fixing the items. The time of completion of above work is 10 days.

  
(ATTA MUHAMMAD PATHAN)  
SECTION OFFICER/DDO



# Sherjan Mosakhail & Sons

Engineers & Contractors

REPAIR & RENOVATION OF GOVERNOR'S SECRETARIATE OFFICES AT SINDH GOVERNOR HOUSE KARACHI

## BILL

S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Provide and laying thick cement plaster on wall including making edges and corner	Sft	513	55	28,215.00
2	Provide & laying 1:4:8 4"thick foundation / interfloor	Sft	293	98	28,714.00
3	Bathroom tiles (Rs.1000/sqm purchase)	Sft	989	149	147,361.00
4	Electricfication (complete all internal wiring) fixture (with out lights and fan)	Job	1	42515	42,515.00
5	providing and fixing of wooden paneling, 1/2 " thick MDF sheet fixing on exsiting walls, 4mm thick MDF lamination shett pressing on 1/2" thick MDF sheets. wooden beading fixing for panel division, with polish.	Sft	680	292	198,560.00
6	providing and fixing of imported wooden Floor, with fitting and fixing. Skirting of flooring, 4" wide.(optional)	Sft Rft	340 74	261 198	88,740 14,652
7	making and fixing of wooden partition, 3" thick partition, made by pertal wood and 1/2" MDF lamination sheet pressing on both side.	Sft	42	592	24,864.00
8	wooden rack cum LED divider Length 7ft and 5 inch width 6ft and 7 inch S.ft 1ft	Sft	78	728	56,784.00
9	Roof floor topping with water proof coating scraping and cutting roof flooring CC 1:1:2 bachman damar coating vertical and horizontal thru marbel power tear Size 156.SQ.Ft	Sft	156	498	77,688.00
10	WALL PANELING (IE Niches Frame) (a) wooden frame 4"x1 1/2 on wall (b) Fixing MDF 1/2 Thick on Frame (c) Teak Ply pasting on MDF (d)polished in lacquer Dull (Matt)	Sft	160	276	44,160.00
11	for sealing with LED Lights size 156 Sq Ft	Sft	156	378	58,968.00
12	wooding flooring size 156	Sft	156	509	79,404.00
Total					✓ 890,625.00

passed for payment of Rs. 890,625/-  
Rupees Eight Hundred Ninety Thousand  
Six Hundred Twenty Five only  
debit ab ta to Contingency fund.

ATTA MUHAMMAD PATHAN  
Section Officer / DDO  
Sindh Governor's Secretariat



Address : B-48, Block-T, North Nazimabad, Karachi

Tel: (021) 38632151 / Cell: 0300-240205 / Fax: 0300-240205

Email: sherjanmosakhail@gmail.com

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## **CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Governor House
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial (Sindh)
- 3) TITLE OF CONTRACT Repair & Renovation Work - 2 Governor's Secretariat
- 4) TENDER NUMBER GS/Accts/3-26/2017/DDO Dated 01st June, 2017
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work - 2 Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 890,625/-
- 8) ENGINEER'S ESTIMATE 890,628/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 10 Days
- 10) TENDER OPENED ON (DATE & TIME) 26-05-2017 at: 1300 hrs & 1400 hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. SherJan Mosakhail & Sons
- 16) CONTRACT AWARD PRICE 890,625/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
890,625/- M/s. SherJan Mosakhail & Sons  
896,406/- M/s. Shamsher Khan & Company  
892,229/- M/s. SMK Constructions

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Yes ☐ Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE No ☐ No
- c) TWO STAGE BIDDING PROCEDURE No ☐ No
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE NO ☐ No

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Principal Secretary to Governor Sindh

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	GS/Accts/3-26/2017/DDO Dt: 11-05-2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	No

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	Yes
No	

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

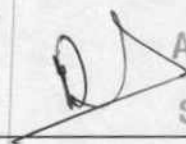
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



ATTA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

**FOR OFFICE USE ONLY**

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

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## **INTEGRITY PACT**

### **1 General**

Whereas, **Principal Secretary to Governor Sindh**, representing the **Sindh Governor's Secretariat, Karachi**, Government of Sindh, hereinafter referred to as the **Employer** on one part, and **Mirza Khan** representing the **M/S Sherjan Moosa Khail & Sons** as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

### **2 Objectives**

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### **3. Commitments of the Employer:**

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### **4 Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



## **5 Sanctions for Violation**

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Pakistan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Sindh as per the Debarment Rule.

## **6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee

member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

**7 Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

**9 Legal Actions**

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

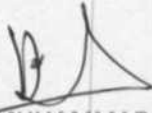
**10 Validity**

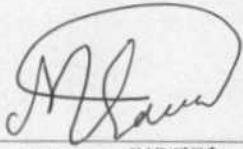
- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.


The Parties hereby sign this Integrity pact at 07<sup>th</sup> June on 2017


EMPLOYER

  
ATTA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

  
BIDDER  
M. I. Khan.


Witness:

1.   
Amal Raj

2.   
Majam uz Jam.

Witness:

1. 

2.   
Mazir Khe

3500/-  
No. 137  
07/06/17

## AGREEMENT BETWEEN

This agreement made at Karachi on this 7<sup>th</sup> day of June, 2017  
between:

Principal Secretary to Governor Sindh, Governor's Secretariat, Sindh  
Governor House Karachi, hereinafter called the client 1st  
Party

AND

M/s **Sherjan Mosakhail & sons**, Office B-48, Block-T, North I  
Karachi. Hereinafter called the contractor 2nd party.

WHEREAS the first party has assigned the **Repair and Re**  
**governor's Secretariat** at Sindh Governor House Karachi  
before to the second party on the following terms and conditior

Whereas the Client called 1st party is desirous that the  
2nd party to execute the Repair and Renovation of Govern  
at Sindh Governor House and has accepted a bid by th  
the execution and completion of such works and re  
defects therein for final corrected price of **Rs. 993,102**

2) The work of Repair and Renovation of Governor's Se  
Governor House shall be conducted as per approved d  
as mention in tender documents.

3) That mode of payment to the second party shall be ...  
quantities executed at site.

4) In consideration of the payment to be made by the 1st party to the  
contractor 2nd party as hereinafter mentioned, the contractor hereby  
convents with the 1st party execute and complete works and remedy any  
defects herein I conformity In all respect with the provisions of the  
contract.

5) Intended completion time for the works shall be less than 10 days and  
02 days will be given for final inspection and handing over in addition to  
that. The start date shall be soon after the signing of the contract  
agreement.



OFFICE SUPERINTENDENT  
Mun Office, City Court  
Karachi

07 JUN 2017

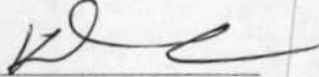


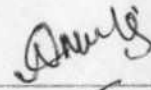
- 6) All tender documents i/e special condition of contract including approval list of manufacturing/brands is part of this agreement.
- 7) Clients can alter this works by withdrawing/cancellation or addition of any item of works awarded in this contract upto 30% of cost of this work order, and contractor shall have no claim what so ever on this account.

IN WITNESS where of the parties have signed over this agreement by their own free will and consent, on the day, month and year first mentioned herein above

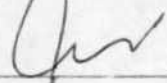
For and behalf of:  
PRINCIPAL SECRETARY TO GOVERNOR SINDH




Witness:   
Signature \_\_\_\_\_  
Name Rhahid Baw Rozbari  
Title Accounts Officer  
NIC No. 41304-8424103-3

Witness:   
Signature \_\_\_\_\_  
Name AMAL RAJ  
Title Telephone operator  
42301-3675956-5

For and on behalf of  
M/s Sherjan Mooskhail & Sons

Witness:   
Signature \_\_\_\_\_  
Name Najam ul Zaman  
Title Friend

Witness:   
Signature \_\_\_\_\_  
Name Nasir Khan  
Title Friend



Secretariat of Governor Sindh  
Governor's House  
Karachi

No GS/Accts/3-26/2017/D.D.O

Dated: 18 June, 2017

Sheran MosaKhail & Sons

**WORK ORDER**

Subject: REPAIR & RENOVATION WORK 1 OF SINDH GOVERNOR'S SECRETARIAT, GOVERNOR HOUSE, KARACHI.

Your Tender for the above mentioned work as quoted amount on all items as per Bill came to Rs. 993,102/- (PAK: Rupees Nine Lac Ninety Three Thousand One hundred & Two Only) has been approved by the Competent Authority.

The work should be executed strictly in accordance with the specification provided in the BOQ and conformity with the Schedule of progress. Any deficiency in the work will be met by the contractor at no cost to Governor's Secretariat.

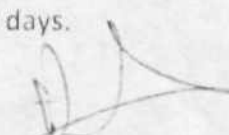
Invoice should be addressed to Section Officer/DDO, Sindh Governor's Secretariat, Governor House, Karachi with the original invoice (alongwith photocopy of this Work Order).

No separate payment for carriage of items shall be made. Rate quoted by you shall include the cost of carriage.

In case of delay attributable to contractor, the contractor shall become liable to penalties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total work order amount per day of delay from original completion date. The above prices include all Govt/applicable Taxes.

Governor's Secretariat reserves the right to cancel/revoke this work order if completion is not made within the completion period.

You are requested to please read the above mentioned condition strictly and to comply with the items. The time of completion of above work is 10 days.

  
(ATTA MUHAMMAD PATHAN)  
SECTION OFFICER/DDO





# Sherjan Mosakhail & Sons

Engineers & Contractors

REPAIR & RENOVATION OF GOVERNOR'S SECRETARIATE OFFICES AT SINDH GOVERNOR  
HOUSE KARACHI

## BILL

S.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Excavation in all kind of soil except gravally and hard rock	Cft	150	16	2400.00
2	provide & laying Block masonry 4" to 6" thick involve	Cft	330	274	90420.00
3	Provide & applying ICI paint including the cost of scapping where required including wall putty and sand papering complete in all respect	Sft	6500	40	260,000.00
4	Reinforcement with mild steel	kg	1200	119	142,800.00
5	Provide fixing flush doors complete in all respect	Sft	300	119	359,400.00
6	Provide and laying Roof water proffing	Sft	2818	49	138,082.00
	Total				✓ 993,102.00

Pessed for payment of Rs. 993,102/-

Rupees Nine hundred ninety three thousand

debit ab to Contingency fund

ATTA MUHAMMAD PATHAN  
Section Officer / DDO  
Sindh Governor's Secretariat  
Karachi.



Address : B-48, Block-T, North Nazimabad, Karachi.

Tel: (92-21) 36632151, Cell: 0300-2492954 Fax: 36632151

Email : sherjanmosakhailsons@gmail.com

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Governor House
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial (Sindh)
- 3) TITLE OF CONTRACT Repair & Renovation Work - 1 Governor's Secretariat
- 4) TENDER NUMBER GS/Accts/3-26/2017/DDO Dated 01st June, 2017
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work - 1 Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 993,102/-
- 8) ENGINEER'S ESTIMATE 997,900/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 10 Days
- 10) TENDER OPENED ON (DATE & TIME) 26-05-2017 at: 1300 hrs & 1400 hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. SherJan Mosakhail & Sons
- 16) CONTRACT AWARD PRICE 993,102/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
993,102/- M/s. SherJan Mosakhail & Sons  
1,008,088/- M/s. Shamsher Khan & Company  
1,011,050/- M/s. SMK Constructions

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Yes ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE No ☐ No
- c) TWO STAGE BIDDING PROCEDURE No ☐ No
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE NO ☐ No

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Principal Secretary to Governor Sindh

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	GS/Accts/3-26/2017/DDO Dt: 11-05-2017
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	
No	No

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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(Attach copy of the bid evaluation report)

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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	Yes
No	

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
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Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer

+

ATTA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**

**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

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## INTEGRITY PACT

### 1 General

Whereas, **Principal Secretary to Governor Sindh**, representing the **Sindh Governor's Secretariat, Karachi**, Government of Sindh, hereinafter referred to as the **Employer** on one part, and **Mirza Khan** representing the **M/S Sherjan Moosa Khail & Sons** as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.

3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### 4 Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or failing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.

4.3 The Bidder will not collude with other parties interested in the contract to manipulate the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



## Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Pakistan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 To Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Sindh as per the Debarment Rule.

## 6. Conflict of Interest

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has a private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee

member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

## **7 Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

## **8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

## **9 Legal Actions**


- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **10 Validity**

- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The Parties hereby sign this Integrity pact at 07<sup>th</sup> June on 2017

  
ATTA MUHAMMAD PATHAN  
Section Officer/DDO  
Sindh Governor's Secretariat  
Karachi

Witness:

1.   
Amar Raj  
42301-3675956-5

2.   
Majumdar

  
BIDDER  
Mizgahar

Witness:

1. 

2.   
Mazir Khan