

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

**IMMEDIATE** 

NO. SOE(MSG)4(107)/2017 / 458 18+2 May, 2017

The Manager (Assessment), Sindh Public Procurement Regulatory Authority, <u>Karachi.</u>

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

- Minutes of the meeting of procurement committee held on 12-05-2017 to open the Technical Bid/Financial bid 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.

# 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 Shamsher 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. Talk 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 PINCE AT SINDH GOVERNOR'S HOUSE, KARACHI

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

							Tender Tender	Issued Received	03 Nos. 03 Nos.
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	✓	✓	<b>√</b>	✓	✓	~	<b>√</b>	Responsive
02.	M/s. SMK Construction Company	√ 2015	х	х	х	✓	x	х	Not Responsive
03	M/s Shamsher Khan & Company	✓	×	х	×	✓	×	~	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/-		1 <sup>st</sup> Lowest	Responsive recommended for award of work
2	M/s SMK Construction Company	Rs.14,903,426/-	Rs. 15,000 (M)	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	ľ
Repair, Renovation Flooring, Polishing and Re-Structuring of Governor Wing	K
Total Bid Cost	(

Certified that the rate quoted by M/s.  $\underline{ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ }$ 

Engineering (Civil) KI

#### THE LIST OF PARTICIPANTS OF PROCUREMENT COMMITTEE

1 Mr. Mujeeullah Hashmi Section Officer/DDO Military Secretary Wing Sindh Governor's House, Karachi

Chairman

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

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

Member

(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 HOUSE KARACHI.

## ATTENDENCE SHEET TENDERS OPENING/INSPECTION COMMITTEE

S.No	Name	Designation	Signature
01	Mr. Mujeebullah Hashmi Section Officer/DDO Military Secretary Wing Sindh Governor's House, Karachi	Chairman	150
02	Mr. Tahir Muhammad Khan Assistant Executive Engineering (Civil) KMC	Member	Church
03	Mr. Muhammad Basit Assistant Engineer (BSC) Military Secretary Wing, Sindh Governor's House, Karachi	Member	BH



## 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	MS She jan Mosalli S San	Divice four.	Allun.
2	SMK ConstJ.	Managol.	Our.
3	Shamshall Klou &	SuPervisa.	A.
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 Governo	r's Secretariat
4)	TENDER NUMBER	GS/Acctts/3-26/2017/DDO Dated 01s	t June, 2017
5)	BRIEF DESCRIPTION OF CONTRACT	Repair & Maintenance Work - 4 Govern	or's Secretariat
6)	FORUM THAT APPROVED THE SCHEME	Government of Sindh	
7)	TENDER ESTIMATED VALUE	975,700/-	
8)	ENGINEER'S ESTIMATE (For civil works only)	980,150/-	
9)	ESTIMATED COMPLETION PERIOD (AS PE	ER CONTRACT) 10 Days	
10)	TENDER OPENED ON (DATE & TIME)	26-05-2017 at: 1300 hrs & 1400 hrs	
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	03	
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)	Yes	
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s. SherJan Mosakhail	& Sons
16)	CONTRACT AWARD PRICE	975,700/-	
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	ALUATION REPORT 975,700/- M/s. Sherjan Mosakhail & S	Sons
		983,090/- M/s. Shamsher Khan & Co	ompany
		985,650/- M/s SMK Constructions	
18)	METHOD OF PROCUREMENT USED : - (Tic	ck one)	
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Yes	Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE No	No
	c) TWO STAGE BIDDING PROCEDUR	E No	No
	d) TWO STAGE – TWO ENVELOPE BI	DDING PROCEDURE NO	140
	u) I WO STAGE - I WO ENVELOPE BI	DDING PROCEDURE	No

EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19) APPRO	OVING AUTHORITY FOR AWARD OF CONTR	RACT_	Principal Secretary to Governor Sindh
20) WHET	HER THE PROCUREMENT WAS INCLUDED	IN ANN	UAL PROCUREMENT PLAN?  Yes V No
21) ADVE	RTISEMENT :		165 7 100
i)	SPPRA Website	Yes	GS/Acctts/3-26/2017/DDO Dt: 11-05-2017
	(If yes, give date and SPPRA Identification No.)	No	
ii)	News Papers (If yes, give names of newspapers and dates)	Yes	
		No	No
22) NATUI	RE OF CONTRACT		Domestor Int.
WASI	HER QUALIFICATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	NTS?	Yes No 🗸
WASI	HER BID EVALUATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	ITS?	Yes No 🗸
	HER APPROVAL OF COMPETENT AUTHORI' OD OTHER THAN OPEN COMPETITIVE BIDE		S OBTAINED FOR USING A  Yes   No
26) WAS B	ID SECURITY OBTAINED FROM ALL THE B	IDDER	Yes V No
	HER THE SUCCESSFUL BID WAS LOWEST E BEST EVALUATED BID (in case of Consultancie		ATED Yes ✓ No
	HER THE SUCCESSFUL BIDDER WAS TECHN LIANT?	NICALL	Yes No
	HER NAMES OF THE BIDDERS AND THEIR IME OF OPENING OF BIDS?	QUOT	ED PRICES WERE READ OUT AT  Yes   V   No
30) WHET CONTI	HER EVALUATION REPORT GIVEN TO RACT?	BIDDE	ERS BEFORE THE AWARD OF
	copy of the bid evaluation report)		Yes / No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes
	No No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IT (If yes, give details)	N THE TENDER NOTICE / DOCUMENTS
(11 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 BLACK LISTED?	Y THAT THE SELECTED FIRM IS NOT Yes No No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH TH BE ASCERTAINED REGARDING FINANCING OF VISIT (If yes, enclose a copy)	E PROCUREMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON MC THE CONTRACT (BANK GUARANTEE ETC.)?	DBILIZATION ADVANCE PAYMENT IN  Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes
`	No No
Signature & Official Stamp of \ \ \ \ \ \ \ \ \ \ \ Section \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	HAMMAD PATHAN on Officer/DDO vernor'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 Save Reset

3450/-1700/-07/06/1

### AGREEMENT BETWEEN

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

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**vernor's **Secretariat** at Sindh Governor House Karachi with detailed
erefore 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 bide 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 common House shall be conducted as per approved design, instructions asymention 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 convents with the 1st party execute and complete works and remedy any defects herein a 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: Witness: Signature Signature Name Khartel Bim Rassacial MIC No. 41304-8424103-5 NILNO: 42301-36759 For and on behalf of M/s Sherjan Mooskhail & Sons Witness: Witness: Signature Signature Name Name Title Title



Secretariat of Governor Sindh Gavernor's House Earach

No GS/Acctts/3-26/2017/D.D.O. Dated 1.S.\ June, 2017

#### WORK ORDER

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 to Rs. 975,700/- (PAK: Rupees Nine Lac Seventy Five Thousand Seven hundred Only) are mapproved by the Competent Authority.

The work should be executed strictly in accordance with the specification and the bold and conformity with the Schedule of progress. Any deficiency in the work are bold 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 address

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

in case of delay attributable to contractor, the contractor shall become hable to salties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total lark order amount per day of delay from original completion date. The above prices include all mappinable faxes.

Guvernor's Secretariat reserves the right to cancel/revoke this work order if

You are requested to please read the above mentioned condition strictly and to

(ATTA MLHAMMAD 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 Fos/Rupees Nine Hundard Seventy five Thouse
Bealt ab to Contingency fund.

ATTA MUHAMMAD PATHAN

geoly fare to the Special Con-

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 of 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.

- 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: Witness: Signature\_ Signature\_ Name ANIAL LA Name Khalid Ban Rengaay Title Accounts Oblices NIC NO: 41304-8424165-3 For and on behalf of M/s Sherjan Mooskhail & Sons Witness: Witness: Signature Signature Title Title

Secretariat of Governor Sindh Governor's House

Sherjam Mosakhail & Sons

#### WORK ORDER

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 Nor 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 and led in the BOQ and conformity with the Schedule of progress. Any deficiency in the work and be met by the contractor at no cost to Governor's Secretariat

Invoice should be addressed to <u>Section Officer/DDO</u>, <u>Sindh Governor's</u>
Secretariat, <u>Governor House</u>, <u>Karachi</u> with the original invoice (alongwith photocopy of this

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

paralties 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 sapply fooing 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	ATE	AMOUNT
	Dismantling of existing rcc include staacking disp of material away from the premises complete in respect		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 w facing on requirement color pattern of site specificati jointed white cement 1:2 greek motar ¾" etc complete.	on	2055	.229	470,595.00
	Total				982,735.00

Pessed for payment of Rs. 982 730
Rupees Hine Human Estatute and debit ab to Contingency fund. 1412

ATTA MUHAMMAD PATHAN Section Officer / DDO Sindh Governov'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

ROVINCIAL / LOCAL GOVT / OTHER TLE OF CONTRACT ENDER NUMBER RIEF DESCRIPTION OF CONTRACT DRUM THAT APPROVED THE SCHEME ENDER ESTIMATED VALUE RIGINEER'S ESTIMATE or civil works only) STIMATED COMPLETION PERIOD (AS PI ENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLE ttach list of buyers) UMBER OF BIDS RECEIVED	26-05-2017 at: 1300 hrs & 1400 hrs	June, 2017
ENDER NUMBER RIEF DESCRIPTION OF CONTRACT DRUM THAT APPROVED THE SCHEME ENDER ESTIMATED VALUE NGINEER'S ESTIMATE or civil works only) ESTIMATED COMPLETION PERIOD (AS PI ENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLE ttach list of buyers)	GS/Acctts/3-26/2017/DDO Dated 01st Repair & Maintenance Work - 3 Governor Government of Sindh 982,735/- 989,550/- ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs	June, 2017
RIEF DESCRIPTION OF CONTRACT DRUM THAT APPROVED THE SCHEME ENDER ESTIMATED VALUE NGINEER'S ESTIMATE OF CIVIL WORKS ONLY) STIMATED COMPLETION PERIOD (AS PIENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLD Ittach list of buyers)	Repair & Maintenance Work - 3 Governor  Government of Sindh  982,735/- 989,550/-  ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs	
DRUM THAT APPROVED THE SCHEME ENDER ESTIMATED VALUE NGINEER'S ESTIMATE or civil works only) STIMATED COMPLETION PERIOD (AS PRESENTED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLE ttach list of buyers)	Government of Sindh  982,735/-  989,550/-  ER CONTRACT)  10 Days  26-05-2017 at: 1300 hrs & 1400 hrs	or's Secretariat
ENDER ESTIMATED VALUE NGINEER'S ESTIMATE or civil works only) STIMATED COMPLETION PERIOD (AS PI ENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLD ttach list of buyers)	982,735/- 989,550/-  ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs	
NGINEER'S ESTIMATE or civil works only) STIMATED COMPLETION PERIOD (AS PI ENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLD ttach list of buyers)	989,550/- ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs	
or civil works only) STIMATED COMPLETION PERIOD (AS PI ENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLE ttach list of buyers)	ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs	
ENDER OPENED ON (DATE & TIME) UMBER OF TENDER DOCUMENTS SOLD ttach list of buyers)	26-05-2017 at: 1300 hrs & 1400 hrs	
UMBER OF TENDER DOCUMENTS SOLE ttach list of buyers)		
ttach list of buyers)	03	
JMBER OF BIDS RECEIVED	A	
	03	
JMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 03	
D EVALUATION REPORT nclose a copy)	Yes	
AME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s. SherJan Mosakhail &	Sons
	000 705/	
ONTRACT AWARD PRICE	902,1351-	
ANKING OF SUCCESSFUL BIDDER IN EVE. 1st, 2nd, 3rd EVALUATION BID).	/ALUATION REPORT 982,735/- M/s. Sherjan Mosakhail & S	ons
	1,005,460/- M/s. Shamsher Khan & C	Company
	1,012,050/- M/s. SMK Constructions	
ETHOD OF PROCUREMENT USED : - (Tic	ck one)	
SINGLE STAGE – ONE ENVELOPE	PROCEDURE Yes	Domestic/ Local
SINGLE STAGE – TWO ENVELOPE	PROCEDURE No	No
TWO STAGE BIDDING PROCEDUR	E No	No
TWO STAGE - TWO ENVELOPE BI	DDING PROCEDURE NO	110
THO STAGE - TWO ENVELOPE BI	DDING PROCEDURE	No
n A	close a copy)  ME AND ADDRESS OF THE SUCCESSF  NTRACT AWARD PRICE  NKING OF SUCCESSFUL BIDDER IN EX- 1st, 2nd, 3rd EVALUATION BID).  THOD OF PROCUREMENT USED: - (Tick  SINGLE STAGE – ONE ENVELOPE  SINGLE STAGE – TWO ENVELOPE  TWO STAGE BIDDING PROCEDUR  TWO STAGE – TWO ENVELOPE BI  PLEASE SPECIFY IF ANY OTHER	NKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  1st, 2nd, 3rd EVALUATION BID).  982,735/-  982,735/-  982,735/-  982,735/-  982,735/-  1,005,460/-  M/s. SherJan Mosakhail & S.  1,005,460/-  M/s. Shamsher Khan & C.

			E HARRY	
20)	WHE	THER THE PROCUREMENT WAS INCLUDED IN	N ANI	NUAL PROCUREMENT PLAN?  Yes  No
21)	ADVE	ERTISEMENT:		
,	110 11	ANTIOLINIA I	37	
	i)	SPPRA Website	Yes	GS/Acctts/3-26/2017/DDO Dt: 11-05-201
	*	(If yes, give date and SPPRA Identification No.)		
			No	
	ii)	News Papers		
	,	(If yes, give names of newspapers and dates)	Yes	
			No	No
			-	
22)	NATU	TRE OF CONTRACT		Domeitic/
23)		THER QUALIFICATION CRITERIA		
		INCLUDED IN BIDDING / TENDER DOCUMEN	rs?	
	(If yes	, enclose a copy)		Yes No 🗸
			4	
24)		THER BID EVALUATION CRITERIA	1	V. V.
		NCLUDED IN BIDDING / TENDER DOCUMEN	rs?	Yes No 🗸
	(II yes,	, enclose a copy)		
25)		THER APPROVAL OF COMPETENT AUTHORIT OD OTHER THAN OPEN COMPETITIVE BIDD		S OBTAINED FOR USING A
	IVILLITI	IOD OTHER THAN OF EN COMPETITIVE BIDDA	1	Yes V No
	WAGA	NE GEGUNDAN ORMAN ER ER OLA ALL MAN		
26)	WASI	BID SECURITY OBTAINED FROM ALL THE BI	DDER	Yes ✓ No
27)	WHET	THER THE SUCCESSFUL BID WAS LOWEST EV	ALU	ATED Yes ✓ No
		BEST EVALUATED BID (in case of Consultancies		100   100   100
28)	WHET	THER THE SUCCESSFUL BIDDER WAS TECHN	CALI	LY Yes No 🗸
	COMP	PLIANT?		
(9)	WHET	THER NAMES OF THE BIDDERS AND THEIR	LIOT	ED PRICES WERE PEAD OUT AT
,		TME OF OPENING OF BIDS?	2001	
				Yes ✓ No
0)	WHET	THER EVALUATION REPORT GIVEN TO 1	RIDDI	ERS BEFORE THE AWARD OF
,		RACT?	1001	DEFORE THE AWARD OF
	(Attach	n copy of the bid evaluation report)		Yes / No

		No	No
32) ANY DEVIATION FROM SPE	ECIFICATIONS C	GIVEN IN THE T	ENDER NOTICE / DOCUMENTS
(If yes, give details)		Yes	
		No	No
33) WAS THE EXTENSION MAD (If yes, give reasons)	E IN RESPONSE	Yes	Yes
0		No	
34) DEVIATION FROM QUALIFI (If yes, give detailed reasons.)	CATION CRITE	RIA Yes	
		No	No
35) WAS IT ASSURED BY THE BLACK LISTED?	PROCURING A	AGENCY THAT	THE SELECTED FIRM IS NOT
	A		Yes / No
36) WAS A VISIT MADE BY AN	ONNECTION W	THE PROC	PROCURING AGENCY TO THE UREMENT? IF SO, DETAILS TO
36) WAS A VISIT MADE BY AN SUPPLIER'S PREMISES IN C BE ASCERTAINED REGARD	ONNECTION WING FINANCING  DS PROVIDED	ON MOBILIZA	PROCURING AGENCY TO THE UREMENT? IF SO, DETAILS TO BROAD:
36) WAS A VISIT MADE BY AN SUPPLIER'S PREMISES IN C BE ASCERTAINED REGARD (If yes, enclose a copy)  37) WERE PROPER SAFEGUAR	DS PROVIDED ARANTEE ETC.	ON MOBILIZA	PROCURING AGENCY TO THE UREMENT? IF SO, DETAILS TO BROAD:  Yes No V
36) WAS A VISIT MADE BY AN SUPPLIER'S PREMISES IN C BE ASCERTAINED REGARD (If yes, enclose a copy)  37) WERE PROPER SAFEGUAR THE CONTRACT (BANK GUA	DS PROVIDED ARANTEE ETC.	ON MOBILIZA	PROCURING AGENCY TO THE UREMENT? IF SO, DETAILS TO BROAD:  Yes No V

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 of 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 O7th Sive on 2017

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

Witness:

1. Witness:

2. Majan vy Jam

2. Masia kehen



This agreement made at Karachi on this 7th day of June etween:

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 overnor's Secretariat at Sindh Governor House Karachi with detailed paylorasis perefore 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 bide 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.
- 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

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

Semo Mice, Chy Coon ement.

PAKISTAN

- 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: Witness: Signature\_ Signature\_ Name AMAL Name Khard Bin Rengsay Title Telephone ofe solos Title Accounts Oblical CNICHO 42301 - 3675956-5 MC NO. 41304-8424103-3 For and on behalf of M/s Sherjan Mooskhail & Sons Witness: ess: Signature Nacin Khan Title

etary to Governor



Mys. Sherjan MosaKhail & Sons Karachi

#### Secretariat of Governor Sindh Governor's House Karachi

No GS/Acctts/3-26/2017/D.D.O Dated: | Str. 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 to Rs. 890,625/- (PAK: Rupees Eight Lac Ninety Thousand Six hundred & Twenty 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 <u>Section Officer/DDO</u>, <u>Sindh Governor's</u>

  <u>Secretariat</u>, <u>Governor House</u>, <u>Karachi</u> 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.
- 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 inculding making edges and corner	Sft	513	55	28,215.00
2	Provdie & 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,	Sft	. 340	261	88,740
	with fitting and fixing. Skirting of flooring, 4" wide.(optional)	Rft	74	198	14,652
7	niaking 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 pessed for payme bachman damar coating vertical and horizontal thru marbel power tear Size 156.50 flooring to 150.50 flooring pessed for payme	47000	896,825 2 Nunsty	Thousar Twoth	77,688.00 Live all
10	wall Paneling (IE Niches Frame) (a) wooden frame 4"x1 ½ on wall (b) Fixing MDF ½ Thick on Frame (c) Teak Ply pasting on MDF (d)polished in lacquer Dull (Matt)			MAD PATHAN ficer   DDO ficer   DDO 378	V 44,160.60
11	for sealing with LED Lights size 156 Sq Ft	Sft	S956	378	58,968.00
12	wooding flooring size 156		Sind 156 L	509	79,404.00
	Total			and the same	√ 890,625.00

Address: B-48, Block-T, North Nazimabad, Kajachi Tel: [82-21] 38832151, Call Allanger Straight

#### 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 Secretar							
4)	TENDER NUM	t June, 2017						
5)	BRIEF DESCRI	PTION OF CONTRACT	Repair & Maintenance Work - 2 Governor's Secretariat					
6)	FORUM THAT	APPROVED THE SCHEME	Government of Sindh					
7)	TENDER ESTI	MATED VALUE	890,625/-					
8)	ENGINEER'S E (For civil works		890,628/-					
9)	ESTIMATED C	OMPLETION PERIOD (AS P	ER CONTRACT) 10 Days					
10)	TENDER OPEN	TENDER OPENED ON (DATE & TIME) 26-05-2017 at: 1300 hrs & 1400 hrs						
11)	NUMBER OF T (Attach list of bu	ENDER DOCUMENTS SOLI	03					
12)	NUMBER OF B	IDS RECEIVED	03					
13)	NUMBER OF B	IDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 03					
14)	BID EVALUAT (Enclose a copy)		Yes					
15)	NAME AND AI	DDRESS OF THE SUCCESSF	TUL BIDDER M/s. SherJan Mosakhail	& Sons				
16)	CONTRACT A	WARD 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 P	ROCUREMENT USED : - (Ti	ck one)					
	a) SINGL	E STAGE – ONE ENVELOPE	PROCEDURE Yes	Domestic/ Local				
	b) SINGL	E STAGE – TWO ENVELOPE	E PROCEDURE No	No				
	c) TWO S	TAGE BIDDING PROCEDUR	RE No	No				
	d) TWO S		IDDING PROCEDURE NO	110				
		TAGE - TWO ENVELOPE R						

	WHEL	THER THE PROCUREMENT WAS INCLUDED I	NANI	NUAL PR	OCURE	MENT	PLAN	1?
					Yes	1	No	
21)	ADVE	RTISEMENT:						
			Yes	GS/Acctts	s/3-26/201	7/DDO	Dt: 11-	05-20
	i)	SPPRA Website (If yes, give date and SPPRA Identification No.)		1				
		(11 yes, give date and strike raciniteation (10.)	No	R. W.		TI SI		
	::\	Mana Banan						
	ii)	News Papers (If yes, give names of newspapers and dates)	Yes					
			No	No		148		
22)	NATU	RE OF CONTRACT			Domestic/		Int.	
-					1,000			
23)		THER QUALIFICATION CRITERIA						
		NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?					
	(II yes,	enclose a copy)			Yes	Ш	No	<b>√</b>
24)	WHET	THER BID EVALUATION CRITERIA						1
		NCLUDED IN BIDDING / TENDER DOCUMEN	TS?	-	Yes		No	1
	(II yes,	enclose a copy)	P					
251	WHET		m .		-			
43)		HER APPROVAL OF COMPETENT AUTHORIT	YWA	SOBTAL	NED FO	R USIN	NG A	
23)	METH	HER APPROVAL OF COMPETENT AUTHORIZ OD OTHER THAN OPEN COMPETITIVE BIDD		S OBTAI	Yes		NG A	
23)	METH			S OBTAI	AF			
			ING?	V	AF	1		
		OD OTHER THAN OPEN COMPETITIVE BIDD	ING?	V	Yes	1	No	
26)	WAS E	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTHER THE SUCCESSFUL BID WAS LOWEST E	ING2 DDER VALU	s?	Yes	1	No No	
26)	WAS E	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BI	ING2 DDER VALU	s?	Yes	1	No No	
26) 27)	WAS E	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTER THE SUCCESSFUL BID WAS LOWEST ET BEST EVALUATED BID (in case of Consultancies	DDER	S?	Yes Yes	7	No No No	
26) 27)	WAS E	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTHER THE SUCCESSFUL BID WAS LOWEST E	DDER	S?	Yes	7	No No	\ \ \
26) 27)	WAS E	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTER THE SUCCESSFUL BID WAS LOWEST ETTER THE SUCCESSFUL BID WAS LOWEST ETTER THE SUCCESSFUL BIDDER WAS TECHNOLOGY.	DDER	S?	Yes Yes	7	No No No	
226) 227) 228)	WAS E	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTER THE SUCCESSFUL BID WAS LOWEST ET BEST EVALUATED BID (in case of Consultancies) THER THE SUCCESSFUL BIDDER WAS TECHNIANT?	DDER VALUA ()	S?	Yes Yes Yes	7	No No No	
26) 27) 28)	WAS E WHET BID / E WHET COMP	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTER THE SUCCESSFUL BID WAS LOWEST ETTER THE SUCCESSFUL BID WAS LOWEST ETTER THE SUCCESSFUL BIDDER WAS TECHNOLOGY.	DDER VALUA ()	S?	Yes Yes Yes Yes	V V	No No No	V V
26) 27) 28)	WAS E WHET BID / E WHET COMP	OD OTHER THAN OPEN COMPETITIVE BIDD BID SECURITY OBTAINED FROM ALL THE BITTER THE SUCCESSFUL BID WAS LOWEST ET BEST EVALUATED BID (in case of Consultancies) THER THE SUCCESSFUL BIDDER WAS TECHNIANT? THER NAMES OF THE BIDDERS AND THEIR	DDER VALUA ()	S?	Yes Yes Yes	V V	No No No	✓ VUT A

31) ANY COMPLAINTS RECEIT (If yes, result thereof)	VED	Yes	
		No	No
32) ANY DEVIATION FROM SE (If yes, give details)	PECIFICATIONS GIVEN IN T	HE T	ENDER NOTICE / DOCUMENTS
(ii you, give actually)		Yes	
		No	No
33) WAS THE EXTENSION MA (If yes, give reasons)	DE IN RESPONSE TIME?	Yes	Yes
		No	
34) DEVIATION FROM QUALIF (If yes, give detailed reasons.)	TICATION CRITERIA	Yes	
		No	No
35) WAS IT ASSURED BY TH BLACK LISTED?	E PROCURING AGENCY T	HAT	THE SELECTED FIRM IS NOT  Yes V No
36) WAS A VISIT MADE BY A SUPPLIER'S PREMISES IN BE ASCERTAINED REGARD (If yes, enclose a copy)	CONNECTION WITH THE P	ROC	PROCURING AGENCY TO THE UREMENT? IF SO, DETAILS TO BROAD:
37) WERE PROPER SAFEGUA THE CONTRACT (BANK GU		LIZA	TION ADVANCE PAYMENT IN  Yes No /
38) SPECIAL CONDITIONS, IF (If yes, give Brief Description)		Yes	
Signature & Official Stamp of Authorized Officer	ATTA MUHAN Section O Sindh Governo	fficer	/DDO
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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#### 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 of 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.

EMPLOYER

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

Witness:

Witness:

Witness:

2. Majam vJ Jam.

2. Magin Khii

7500/-1/00:137 1/06/1

### AGREEMENT BETWEEN

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

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

AND

M/s Snerjan 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 Revernor's Secretariat** at Sindh Governor House Karachi we fore to the second party on the following terms and condition

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 bide by the the execution and completion of such works and re defects therein for final corrected price of Rs. 993,102/Jourgang of Kirlston

2) The work of Repair and Renovation of Governor's Ser Governor House shall be conducted as per approved disconst

as nention in ender documents.

PAKISTAN

The mode of payment to the second party shall be ...

actual

t

11

ay

convents with the 1st party execute and complete works and remedy any defects herein I conformity In all respect with the provisions of the JUN 2017 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. 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: Witness: Signature DANS
Name AMAIL RAS Signature Name Khalid Bin Rozzaan Nie Nor 41304-8424103-3 Title Telephone operator For and on behalf of M/s Sherjan Mooskhail & Sons Witness: Witness: Signature Signature\_ Name Napom CK Name Title Title

MISTAN

Secretariat of Governor Sindh Governor's House Karachi No GS/Acctts/3-26/2017/D.D.O Dated: [\$\footnote{\chi\_0} \text{June. 2017}

sherian 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 some to Rs. 993.102/- (PAK: Rupees Nine Lac Ninety Three Thousand One hundred & Two One; has been approved by the Competent Authority.

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

Secretariat, Governor House, Karachi with the original invoice (alongwith photocopy of this torse Order).

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

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

Governor's Secretariat reserves the right to cancel/revoke this work order if

You are requested to please read the above mentioned condition strictly and to

(ATTA MCHAMMAD PATHAN) SECTION OFFICER/DDO



# Sherjan Mosakhail & Sons

**Engineers & Contractors** 

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

### BILL

O.N.o	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Excavation in all kind of soil except gravally and hard rock	l Cft	150	16	2400.00
2	provide & laying Block masonry 4" to 6" thick involve	Cft	330	274	90420.00
3	Provide & applaying ICI paint including the cost scapping where required including wall putty are sand papering complete in all respect		6500	40	260,000.00
4]	Reinforcement with mild steel	kg	1200	115	142,800.00
5	Provide fixing flush doors complete in all respec	t Sft	300	119.	359,400.00
to.	Provide and laying Roof water proffing	Sft	2818	49	138,082.00
	Total				√993,102.00

Pessed for payment of As 793, 102/Rupees Mine Howard Aunely Three Thous
debit ab to Contingency Tung! Two only for

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

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

NCIAL / LOCAL GOVT./ OTHER OF CONTRACT R NUMBER DESCRIPTION OF CONTRACT I THAT APPROVED THE SCHEME R ESTIMATED VALUE EER'S ESTIMATE il works only) ATED COMPLETION PERIOD (AS PER R OPENED ON (DATE & TIME) ER OF TENDER DOCUMENTS SOLD list of buyers) ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE TENDER OF THE SUCCESSES ACT AWARD PRICE	03  O3  TIME OF OPENING OF BIDS 03  Yes
R NUMBER DESCRIPTION OF CONTRACT I THAT APPROVED THE SCHEME R ESTIMATED VALUE EER'S ESTIMATE il works only) ATED COMPLETION PERIOD (AS PERIOD ON (DATE & TIME) ER OF TENDER DOCUMENTS SOLD list of buyers) ER OF BIDS RECEIVED ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE TENDER OF THE SUCCESSFORM AND ADDRESS	GS/Acctts/3-26/2017/DDO Dated 01st June, 2017 Repair & Maintenance Work - 1 Governor's Secretariat Government of Sindh 993,102/- 997,900/-  ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs 03 TIME OF OPENING OF BIDS 03 Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
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I THAT APPROVED THE SCHEME R ESTIMATED VALUE EER'S ESTIMATE il works only) ATED COMPLETION PERIOD (AS PERIOD ON (DATE & TIME) ER OF TENDER DOCUMENTS SOLD list of buyers) ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE TENDER OF BIDDERS PRESENT AT THE TENDER OF BIDDERS PRESENT AT THE TENDER OF BIDDERS OF THE SUCCESSES	Government of Sindh  993,102/-  997,900/-  ER CONTRACT) 10 Days  26-05-2017 at: 1300 hrs & 1400 hrs  03  TIME OF OPENING OF BIDS 03  Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
R ESTIMATED VALUE EER'S ESTIMATE il works only) ATED COMPLETION PERIOD (AS PERIOD ON (DATE & TIME) ER OF TENDER DOCUMENTS SOLD list of buyers) ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE TENDER OF BIDDERS OF THE SUCCESSFORM AND ADDRESS OF THE	993,102/- 997,900/-  ER CONTRACT) 10 Days 26-05-2017 at: 1300 hrs & 1400 hrs 0 03  TIME OF OPENING OF BIDS 03 Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
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R OPENED ON (DATE & TIME) ER OF TENDER DOCUMENTS SOLD list of buyers) ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE T ALUATION REPORT : a copy) AND ADDRESS OF THE SUCCESSFO	26-05-2017 at: 1300 hrs & 1400 hrs  03  TIME OF OPENING OF BIDS 03  Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
ER OF TENDER DOCUMENTS SOLD list of buyers) ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE TALLIATION REPORT (a copy) AND ADDRESS OF THE SUCCESSFORM	03  TIME OF OPENING OF BIDS 03  Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
list of buyers) ER OF BIDS RECEIVED ER OF BIDDERS PRESENT AT THE TALUATION REPORT a copy) AND ADDRESS OF THE SUCCESSFO	TIME OF OPENING OF BIDS 03 Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
ER OF BIDDERS PRESENT AT THE TALL ALUATION REPORT: a copy)  AND ADDRESS OF THE SUCCESSFORM	Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
ALUATION REPORT a copy)  AND ADDRESS OF THE SUCCESSFO	Yes  UL BIDDER M/s. SherJan Mosakhail & Sons
a copy) AND ADDRESS OF THE SUCCESSFU	UL BIDDER M/s. SherJan Mosakhail & Sons
	CLBIODER
ACT AWARD PRICE	993,102/-
ACT AWARD PRICE	993,102/-
NG OF SUCCESSFUL BIDDER IN EV	/ALUATION REPORT 993,102/- M/s. Sherjan Mosakhail & Sons
	1,008,088/- M/s. Shamsher Khan & Company
	1,011,050/- M/s. SMK Constructions
DD OF PROCUREMENT USED : - (Tic	ck one)
SINGLE STAGE – ONE ENVELOPE	PROCEDURE Yes Domestic/ Local
SINGLE STAGE – TWO ENVELOPE	PROCEDURE No No
TWO STAGE BIDDING PROCEDUR	RE No No
TWO STAGE - TWO ENVELOPE BL	200
I WO STAGE - I WO ENVELOPE BI	No No
	SINGLE STAGE – ONE ENVELOPE

19) APPR	COVING AUTHORITY FOR AWARD OF CONTR	ACT Principal	Secretary to Governor Sindh
20) WHE	THER THE PROCUREMENT WAS INCLUDED I	N ANNUAL I	PROCUREMENT PLAN?  Yes  No
21) ADVI	ERTISEMENT:		
		Yes GS/Acc	-H-/2 20/2017/DDO DI 11 05 0017
i)	SPPRA Website		ctts/3-26/2017/DDO Dt: 11-05-2017
	(If yes, give date and SPPRA Identification No.)	No	
***		140	
ii)	News Papers (If yes, give names of newspapers and dates)	Yes	
		No No	
22) NATU	URE OF CONTRACT		Domestic/ Local
WAS	THER QUALIFICATION CRITERIA INCLUDED IN BIDDING / TENDER DØCUMEN , enclose a copy)	TS?	Yes No 🗸
		A	
	THER BID EVALUATION CRITERIA	TOO	Yes No 🗸
	INCLUDED IN BIDDING / TENDER DOCUMEN , enclose a copy)		
	THER APPROVAL OF COMPETENT AUTHORIZED OTHER THAN OPEN COMPETITIVE BIDD		AFNED FOR USING A Yes V No
26) WAS I	BID SECURITY OBTAINED FROM ALL THE BI	DDERS?	Yes V No
27) WHET BID / I	THER THE SUCCESSFUL BID WAS LOWEST E BEST EVALUATED BID (in case of Consultancies	VALUATED	Yes / No
	THER THE SUCCESSFUL BIDDER WAS TECHNOLIANT?	NICALLY	Yes No 🗸
	THER NAMES OF THE BIDDERS AND THEIR TIME OF OPENING OF BIDS?	QUOTED PR	Yes / No
	THER EVALUATION REPORT GIVEN TO	BIDDERS B	EFORE THE AWARD OF
	h copy of the bid evaluation report)		Yes ✓ No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes
	No No
32) ANY DEVIATION FROM SPECIFICA (If yes, give details)	TIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(11 yes, give details)	Yes
	No No
33) WAS THE EXTENSION MADE IN RE (If yes, give reasons)	SPONSE TIME? Yes Yes
	No
34) DEVIATION FROM QUALIFICATION (If yes, give detailed reasons.)	Yes Yes
	No No
35) WAS IT ASSURED BY THE PROCU BLACK LISTED?	TRING AGENCY THAT THE SELECTED FIRM IS NOT Yes V No
36) WAS A VISIT MADE BY ANY OFFI SUPPLIER'S PREMISES IN CONNEC BE ASCERTAINED REGARDING FIN (If yes, enclose a copy)	CER/OFFICIAL OF THE PROCURING AGENCY TO THE TION WITH THE PROCUREMENT? IF SO, DETAILS TO ANCING OF WISIT, IF ABROAD:  Yes No V
37) WERE PROPER SAFEGUARDS PRO THE CONTRACT (BANK GUARANT)	VIDED ON MOBILIZATION ADVANCE PAYMENT IN Yes No V
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	No No
Signature & Official Stamp of Authorized Officer	ALTA 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

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- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, died by or indirectly any bribe, gift, consideration, reward, favor, any material or interial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or faming 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 we 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 pride the competitive bid price, impair the transparency, fairness and progress to be 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 the resigning the contract, shall disclose any payments he has made, is contitted to or intends to make to officials of the Employer of their family bers, 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 enaloyed 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, or layed 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 and as, wherever required:-
- 5.1 T immediately call off the pre-contract negotiations without giving any consation to the Bidder. However, the proceedings with the other Bidder(s) and continue.
- 5.2 Temmediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Farnest Money / Security Deposit shall stand forfeited.
- 5.4 Threcover all sums already paid by the Employer.
- 5.5 Threash the advance bank guarantee and performance bond/warranty bond, if is block by the Bidder, in order to recover the payments, already made by the bloyer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 The Bidder from entering into any bid from the government of Sindh as a Debarment Rule.

### 6. Cafflict of Interest

- 6.1 A conflict of interest involves a conflict between the public duty and private it is (for favor or vengeance) of a public official, in which the public official private interest which could improperly influence the performance of their conflicts and responsibilities. Conflict of Interest would arise in a situation variation or any concerned members of both the parties are related either directly or infrectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (the form attached).
- 6.2 Tidder shall not lend to or borrow any money from or enter into any rectary 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 Framination of Books of Accounts

7.1 In case of any allegation of violation of any provisions of this Integrity Pact or pagent of commission, the Employer/authorized persons or relevant agencies 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 and all possible help for the purpose of such examination.

### 8. Neuitoring and Arbitration

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

### 9 Legal Actions

- 9.1 actions stipulated in this Integrity Pact are without prejudice to any other laction that may follow in accordance with the provisions of the extant law in a relating to any civil or criminal proceedings.
- 10.1 It is 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 len.
- 10.2 Stand one or several provisions of this Pact turn out to be invalid; the remainder this Pact remains valid. In this case, the parties will strive to come to an element to their original intentions.

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

The Parties hereby sign this Integrity pact at OFF Sine on 2017

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

Witness:

Witness:

1. Amos Parties hereby sign this Integrity pact at OFF Sine on 2017

Witness:

Witness:

2. Mosin Parties hereby sign this Integrity pact at OFF Sine on 2017

Witness:

Witness: