

1. The Bank of Sindh No. 412
2. The Bank of Sindh No. 412
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8. The Bank of Sindh No. 412
9. The Bank of Sindh No. 412
10. The Bank of Sindh No. 412

05 JUN 2017

Muhammad Ahmed
ADVOCATE

AGREEMENT BETWEEN

This agreement made at Karachi on this 1st 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 **MegaPlus Pakistan**, Office M 44, Block 6, PECHS, Shahrah-e-Faisal, Karachi. Hereinafter called the Firm/vendor 2nd party.

WHEREAS the first party has assigned the work of **Purchase of Laptop for Governor's Secretariat** at Sindh Governor House Karachi with detailed therefore to the second party on the following terms and conditions:

- 1) Whereas the Client called 1st party is desirous that the firm/vendor the 2nd party to provide total (09) Laptops for Governor's Secretariat at Sindh Governor House and has accepted a bid by the firm/vendor for the execution and completion of such works and remedying of any defects therein for final corrected price of **Rs. 979,380/-**.
- 2) The purchase of Laptop for Governor's Secretariat at Sindh Governor House shall be conducted as per approved schedule, 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 firm/vendor 2nd party as hereinafter mentioned, the firm /vendor 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 delivery/installation and put into operation time shall be less than 15 days 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



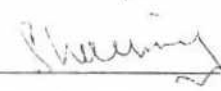
Witness: 
 Signature _____
 Name Muhammad Ali
 Title Senior Clerk
 42301-3675956-5

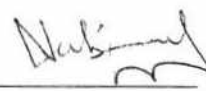
Witness: 
 Signature _____
 Name AMAR RAJ
 Title Telephone operator
 42301-3675956-5

For and on behalf of
M/s MegaPlus Pakistan





Witness: 
 Signature _____
 Name Shariq Ali
 Title Corporate Account Manager

Witness: 
 Signature _____
 Name Nabeel Arif
 Title Corporate Account Manager

CNIC: 42201-3456123-1

CNIC: 4220108064067

Secretariat of Governor Sindh
Governor's House
Karachi

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

Dated: 31st May, 2017

No. 10, Plot Pakistan

WORK ORDER

Subject: PURCHASE OF LAPTOP COMPUTERS FOR SINDH GOVERNOR'S SECRETARIAT, GOVERNOR HOUSE, KARACHI.

Your Tender for the above mentioned work as quoted amount on all items as per Nil come to Rs. 979,380/- (PAK: Rupees Nine Lac Seventy Nine Thousand Three hundred & Eighty Only) has been approved by the Competent Authority.

2 The specification of the (09) Laptops is to be in accordance with your bid submitted for this purchase. Any deficiency in the items will be met by the supplier 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 and original Delivery Challan).

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

6 Governor's Secretariat reserves the right to cancel/revoke this purchase/work order if delivery is not made within the delivery 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 15 days this will be reckoned within seven day from the date of issue of this work order or the actual date of start of work, whichever is earlier.


(ATTA MUHAMMAD PATHAN)
SECTION OFFICER/DDO

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's Secretariat
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial (Sindh)
- 3) TITLE OF CONTRACT Purchase of Laptop for Governor's Secretariat, Karachi
- 4) TENDER NUMBER GS/PS-AS/2017/D.D.O.
- 5) BRIEF DESCRIPTION OF CONTRACT Purchase of Laptop for Governor's Secretariat, Karachi
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 1 Million
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 15 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-05-2017 at: 11:30AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 02
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Yes
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER MegaPlus Pakistan, M-44, Block-6, PECHS, Khi.
- 16) CONTRACT AWARD PRICE 979,380/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 979,380/- Mega Plus Pakistan
145,8000/- S.I. Global Solutions
- 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 _____

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	Sr. No. 33137 Dated: 05-05-2017
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


Section Officer / D2C
Public Procurement Section
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

MEGAPLUS

PAKISTAN


M 44, Block 6, PECHS, Shahrah e Faisal
 Karachi, Pakistan.
 Tel: +92 21 111-00-DELL (3355)
 Fax: +92 21 430 0874
 Email : zahidmehmood@megaplus.com.pk

Dated: 5/06/2017
NTN No. 1430870-3

Bill / Payment Invoice

S. #	NAME OF ITEM / SPECIFICATION	Amount in Figure & Words		
		Rate per Unit PKR	Qty.	Total Amount (PKR)
01	<p>Model: Dell Inspiron 5567 Processor: 7th Gen Intel Core i7 7500U Processor RAM: 8GB, DDR4, 2400MHz Hard Drive: 1TB 5400 RPM Hard Drive Optical Drive: DVD RW Drive Display: 15.6-inch HD (1366 x 768) Display Integrated Widescreen HD Webcam: Webcam, dual digital microphones Graphics: AMD Radeon(TM) R7 M445 Graphics 4GB GDDR5 Wireless: 802.11ac + Bluetooth, Dual Band 2.4&5 GHz, 1x1 Keyboard: English Keyboard Battery: 3-Cell Battery (One Year Warranty) Carrying Case: Dell Essential Backpack 15 Operating System: Windows 10 Professional</p>	108,820	09	979,380

*979,380
 Nine hundred seven
 nine thousand three
 eighty only.*

Authorized By 
MEGAPLUS
 Pakistan
 Block-6, Razvi Road
 Shahrah-e-Faisal P.E. C.H.S.
 Karachi


 Section Officer / D/O
 1111-00-DELL

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 **Zahid Mehmood** representing the **M/S MEGAPLUS PAKISTAN** 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 Bhutan, 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 Bhutan 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.



No.ASMT/SPPRA/MSG -33136/2017-18 /
GOVERNMENT OF SINDH 840
SINDH PUBLIC PROCUREMENT
REGULATORY AUTHORITY
Karachi Dated September 27 2017

The Section Officer/DDO
Governor House
Government of Sindh
Karachi.

SUBJECT: REF NIT NO: GS/PS/AS/2017/181 DATED 05.05.2017(SR#33136)

I am directed to refer to the Contract documents of the subject NIT received vide your letter NO: GS/PS/AS/2017/D.D.O/2017 dated 25.8.2017 received on 29.8.2017 and to observe that:

- Contract Agreement signed on 1.6.2017 & Contract Documents received on 29.8.2017 i.e. after lapse of 84-days whereas as per Rule-50 Procuring Agency required to furnish Contract Documents within 7-days of award of contract. Hence Rule-50 has been violated.
- Bids opened on 22.05.2017 Procuring Agency was required to award the contract within bid validity period as per requirement of Rule- 9. In the instant case 90- days bid validity period expired on 19.8.2017 and contract award after expiry of bid validity period .Clarification/ justification is required.

2. In view of the above it is advised to furnish. Clarification / justification, at the earliest.

3. It may be noted that it is the sole responsibility of procuring agency to carry all the public procurement by observing SPP Rule, 2010 (Amended 2017), regulations and procedure in letter & spirit. Non –compliance of Sindh Public Procurement Rules, 2010 (Amended 2017), shall render the case of procurement as 'Mis-procurement'.

Assistant Director (Assessment)

Copy forwarded for information to:-

1. The PS to Principal Secretary to Governor Sindh,
2. The PS to the Managing Director, SPPRA



Secretariat of Governor Sindh
Governor's House
Karachi

NO. GS/PS-AS/2017/D.D.O/95
Dated: 4th October, 2017

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

SUBJECT: REF NIT NO: GS/PS/AS/2017/181 DATED 05-05-2017 (SR#33136)

I am directed to refer to your office letter No. ASMT/SPPRA/MSG-33163/2017-18/840 Dated 27th September, 2017 on the above subject and to state that this Secretariat observed all the requirements of SPPRA relating to the subject tender.

It is to be clarified that upon opening of bid on 22-5-2017, consequent to which contract was awarded on 1-6-2017 (within the stipulated time frame).

However, due to some unavoidable circumstances, the contract documents could not furnish in time, which may kindly be ignored / settled with the assurance that such kind of practice from this Secretariat will not be repeated in future.

(ATTA MUHAMMAD PATHAN)
SECTION OFFICER/DDO

B: examine
Ashfaq M
6/10

SRPNA INWARD DIARY
NO: 1548
DATED: 06-10-17