

643551/17.20.000/130  
17/11/13

3000/- 135

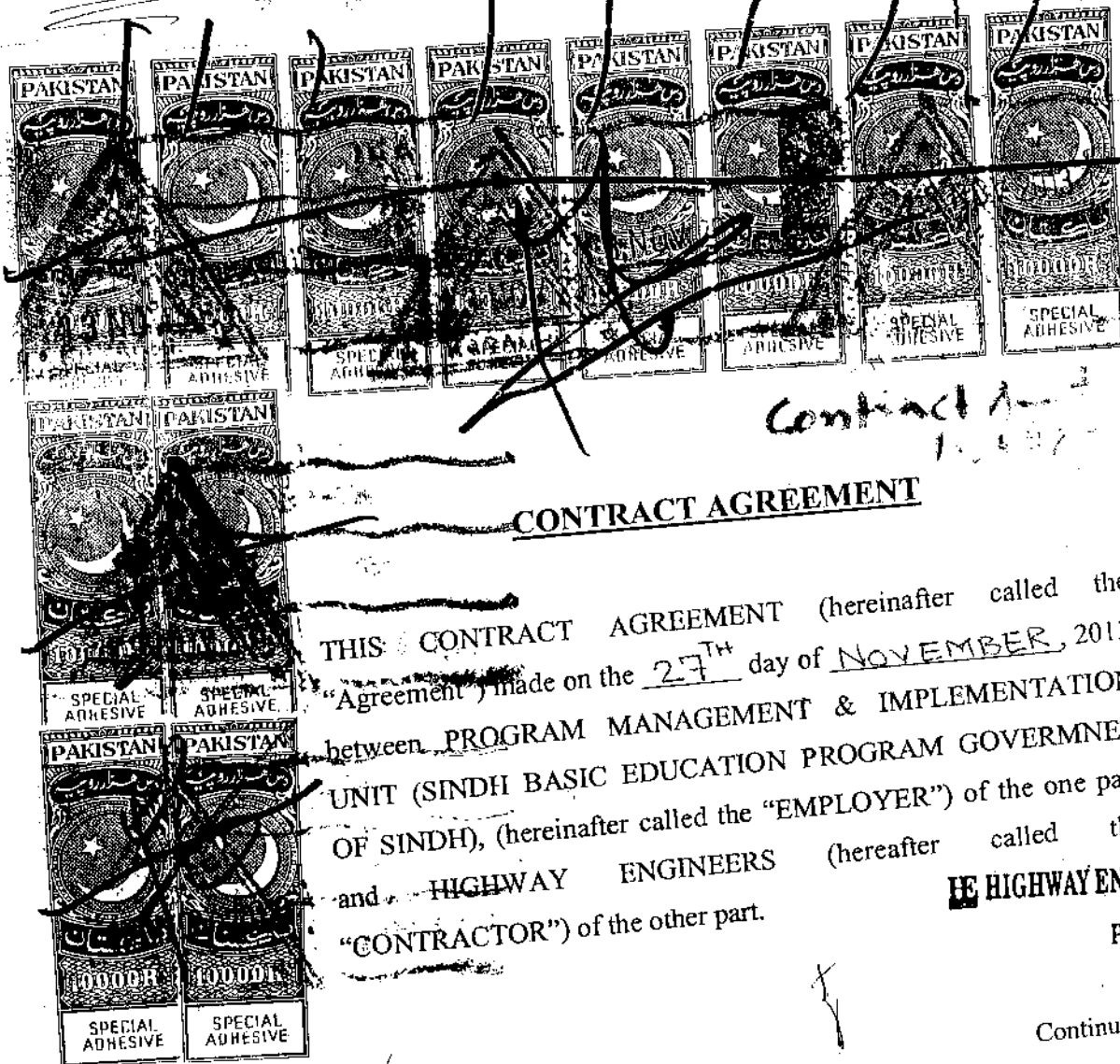
21/11/13 Total: 175000/-



STED NATION (INDIA) Stamp Vendor  
Aruna, 10/10, 1st Floor, City Court  
Vijaya Vittala, 1st Floor, Mount-Panathala

12 NOV 2013

39913



Contract Agreement

**CONTRACT AGREEMENT**

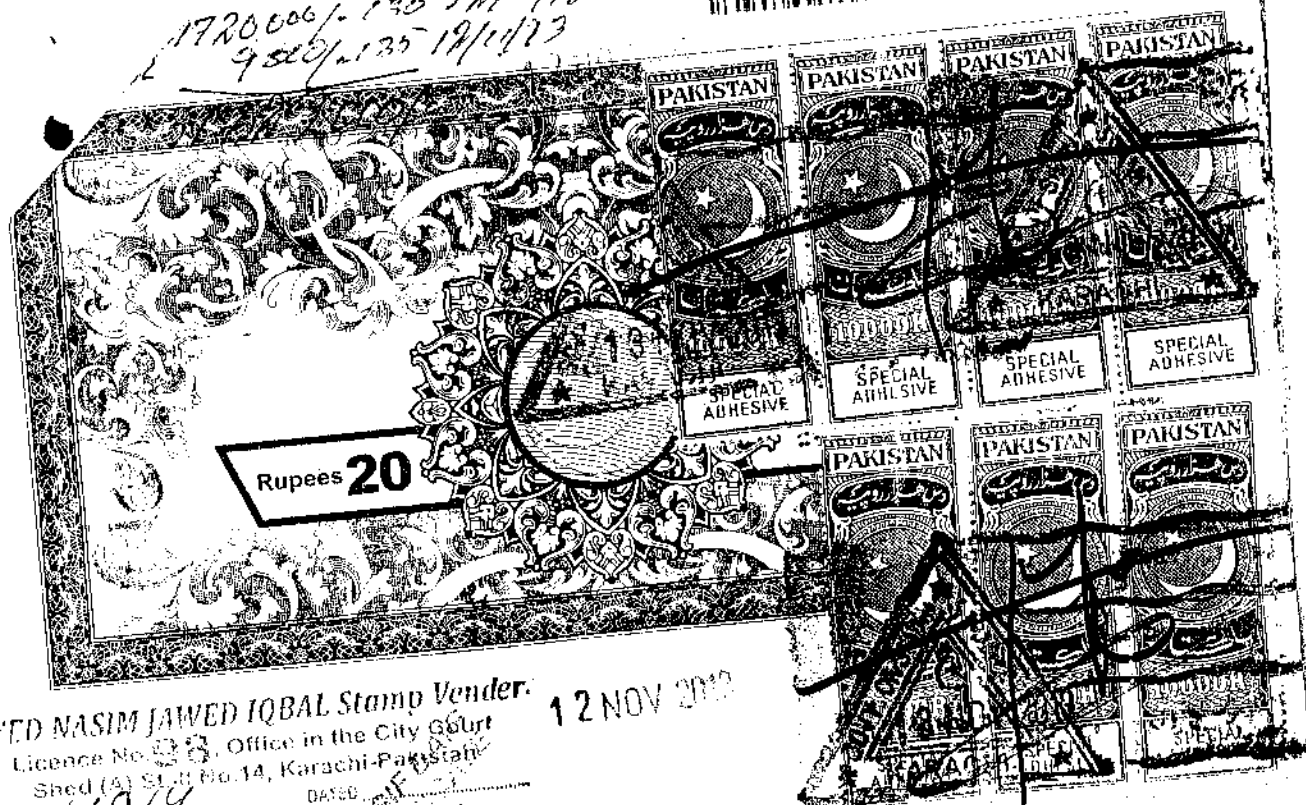
THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 27<sup>TH</sup> day of NOVEMBER, 2013 between PROGRAM MANAGEMENT & IMPLEMENTATION UNIT (SINDHI BASIC EDUCATION PROGRAM GOVERNMENT OF SINDH), (hereinafter called the "EMPLOYER") of the one part and HIGHWAY ENGINEERS (hereafter called the "CONTRACTOR") of the other part.

**HE HIGHWAY ENGINEERS**

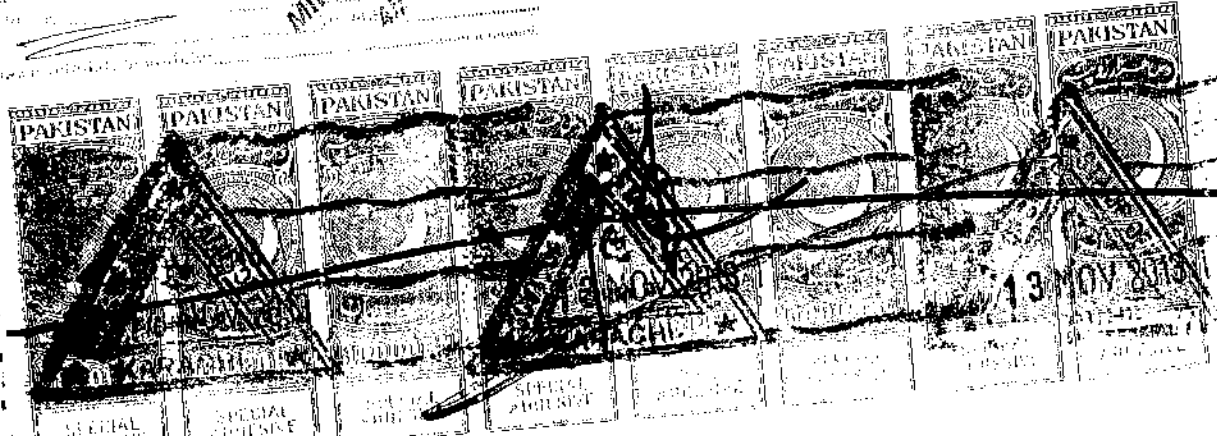
Proprietor

Continue...

1720666/130 1/11/13  
9500/135 19/1/73



**SYED NASIM JAWED IQBAL Stamp Vender.**  
Licence No. 33, Office in the City Court  
Shed (A) St. No. 14, Karachi-Pakistan  
S.No. 34919  
ISSUED BY: **MIRZA ASIF**  
DATE: 12 NOV 2013



Page No.2

WHEREAS the Employer is desirous that certain Works, viz CONSTRUCTION OF SIX NEW SCHOOLS IN DISTRICT KHAIRPUR should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.



**IE HIGHWAY ENGINEERS**  
Proprietor

Continue...

17. Nov 2013  
1705-0001  
135



SYED NASIM JAVED IQBAL Stamp Vender  
Licence No. 027, Office to the City Court  
12 NOV 2013  
39915



Page No.3

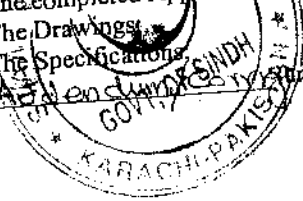


The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this

Agreement, Viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Particular Conditions of Contract-Part II;
- (f) The General Conditions-Part I;
- (g) The Period Bill of Quantities (Appendix-D to Bid);
- (h) The completed Appendices to Bid (B,C,E to L);
- (i) The Drawings;
- (j) The Specifications;
- (k) Addenda (if any) or other

HE HIGHWAY ENGINEER  
Proprietor

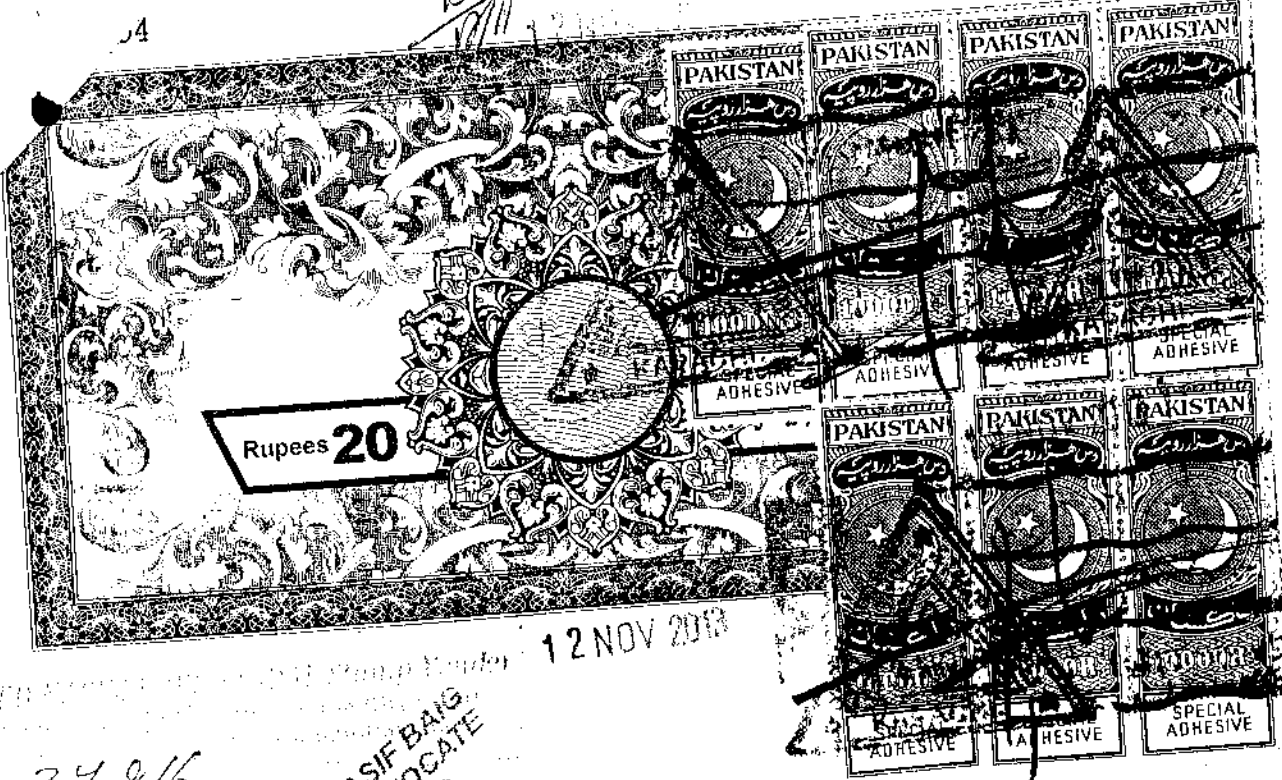


Program Director  
Sindh Basic Education Program  
Government of Sindh

Continue... *[Signature]*

54

130  
17/11



12 NOV 2013

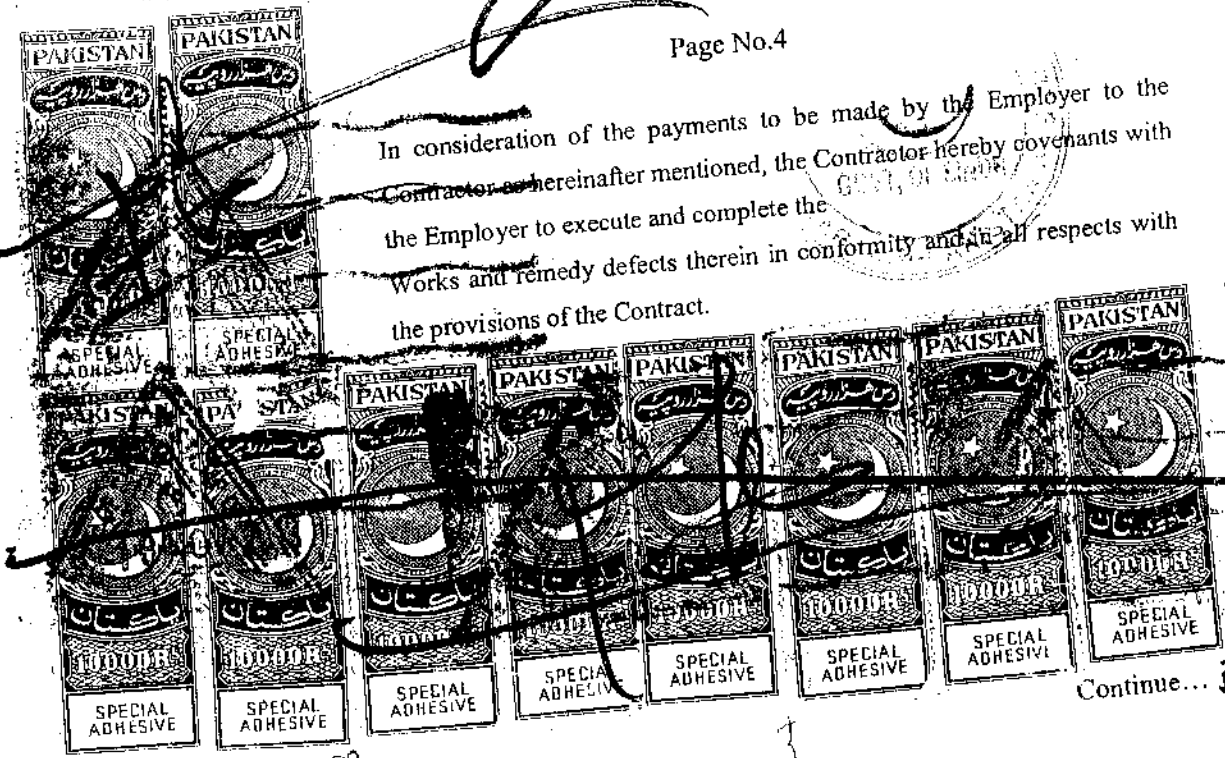
379/16

MIRZA ASIF BAIG  
ADVOCATE  
4515 H.C.



Page No.4

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the Contract.



HE HIGHWAY ENGINEERS  
Proprietor

Continue...

51

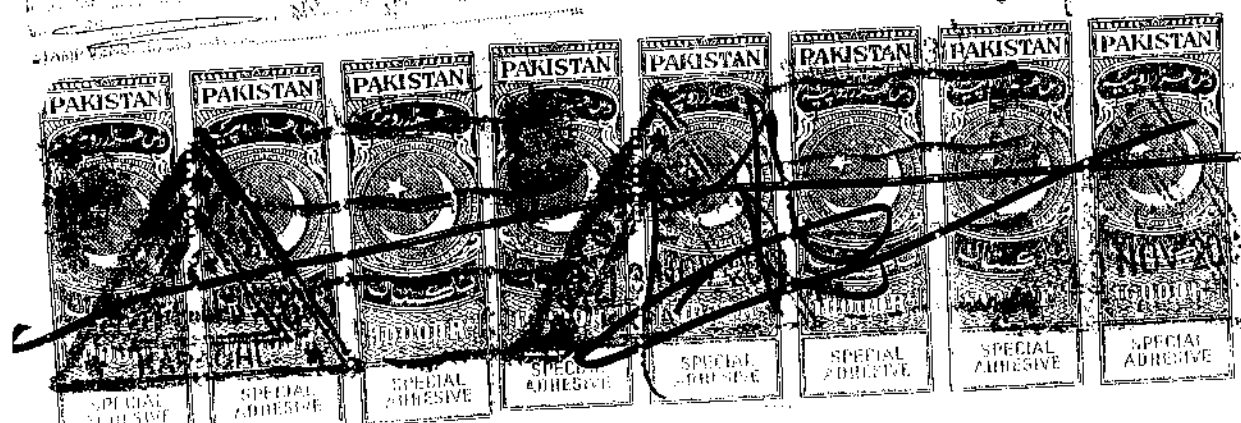


15  
17/11 12 NOV 2013



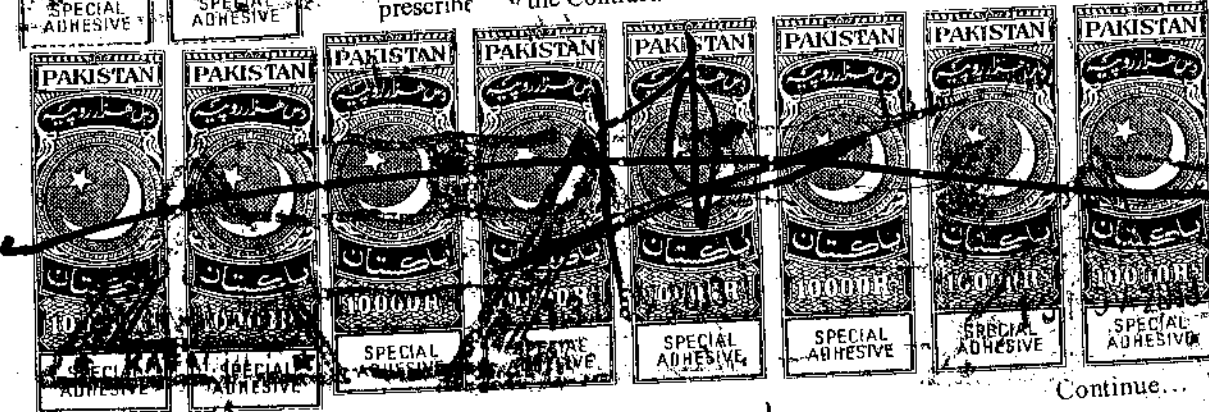
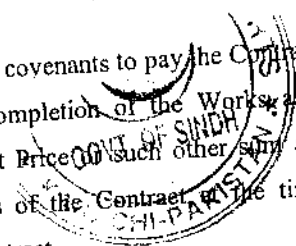
Stamp Vender  
12 NOV 2013  
34917  
MIRZA ANVISHA

12 NOV 2013



Page No. 5

The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price of such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

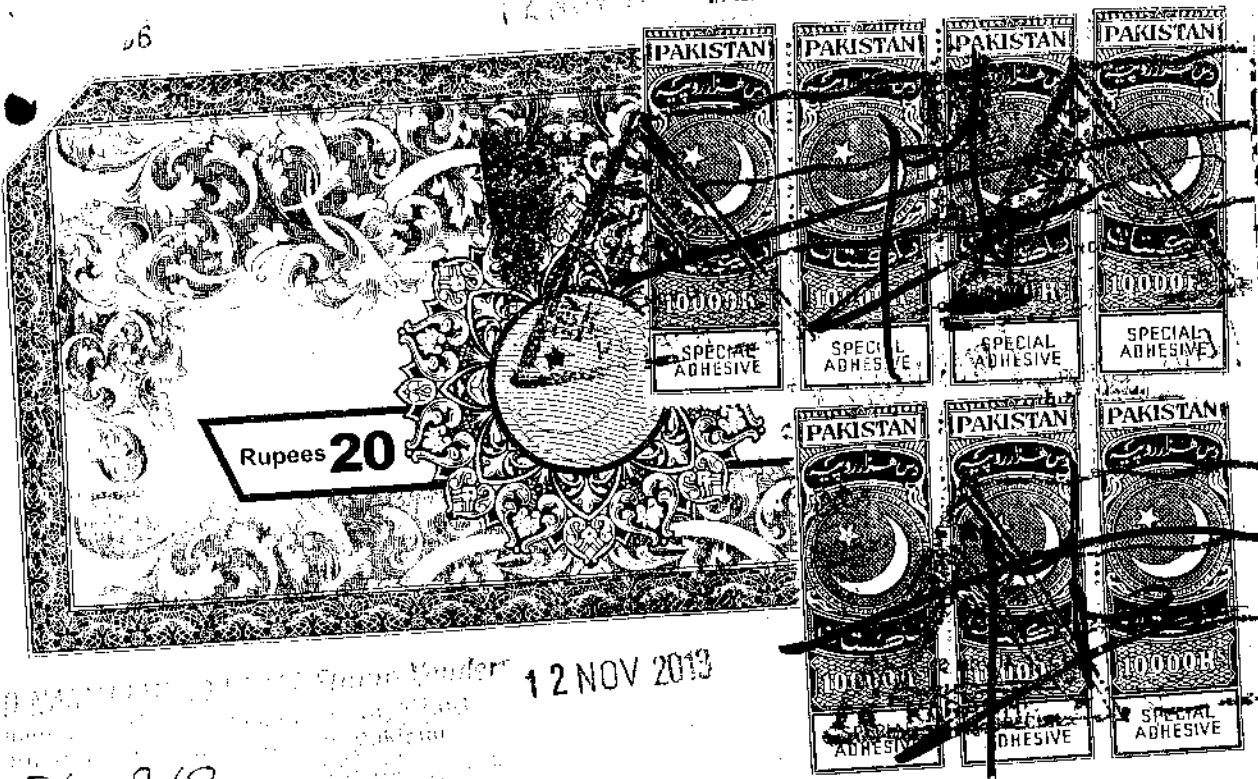


BEHIGH ENGINEERS  
Proprietor

Continue...

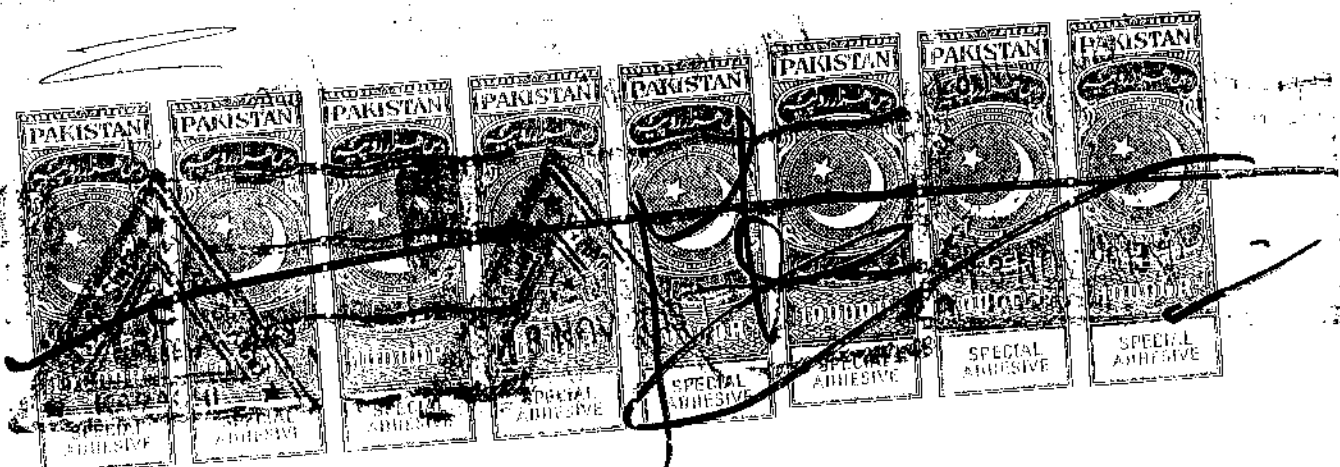
*Handwritten signature*

06



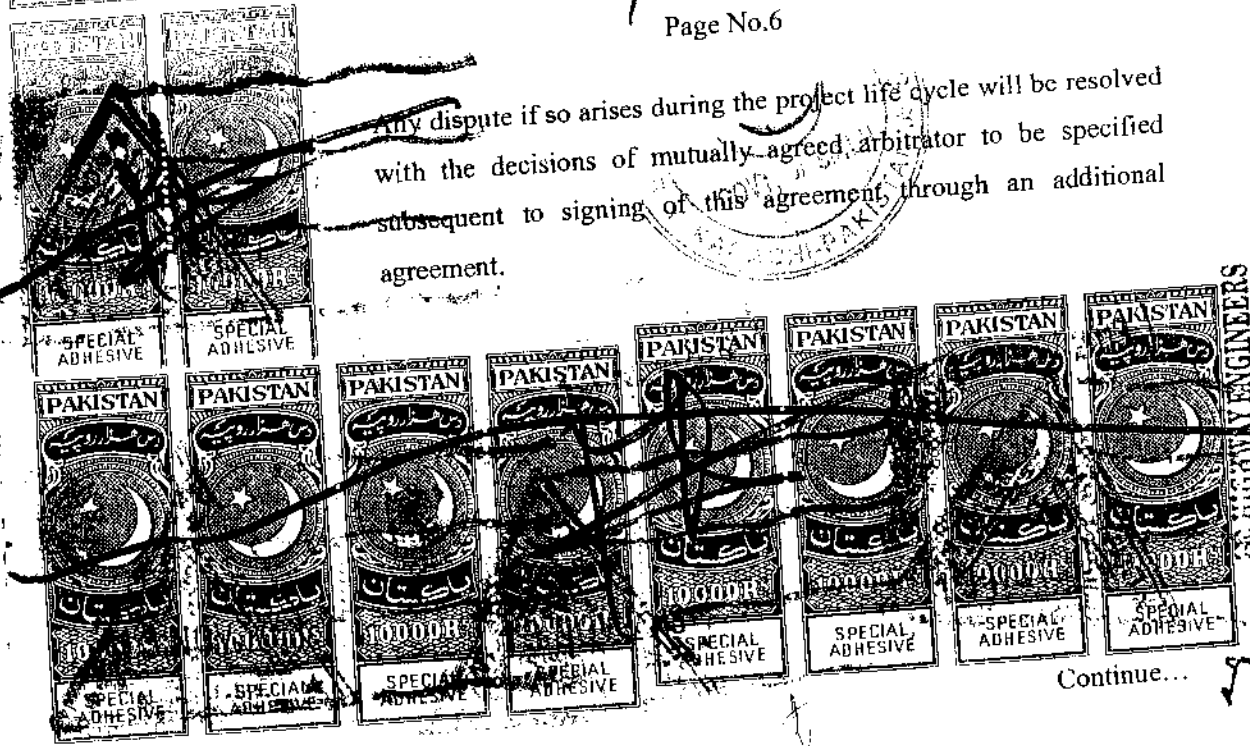
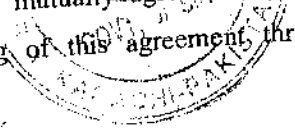
SWAD BAKISTAN... 12 NOV 2013

34 918



Page No.6

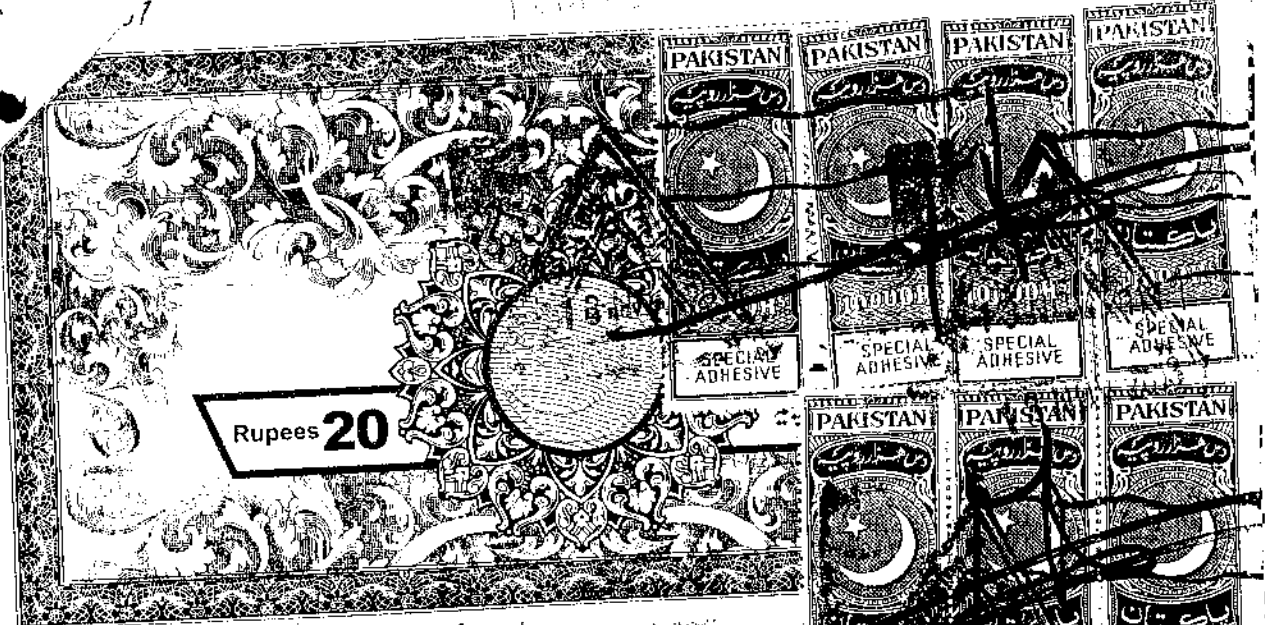
Any dispute if so arises during the project life cycle will be resolved with the decisions of mutually agreed arbitrator to be specified subsequent to signing of this agreement through an additional agreement.



Highway Engineers Proprietor

Continue...

*[Handwritten signature]*



Syed Nasimullah Stamp Vendor  
Lahore 100, Office in the City Court  
12 NOV 2008



Page No.7

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

Signature of the Employer

EE HIGHWAY ENGINEERS

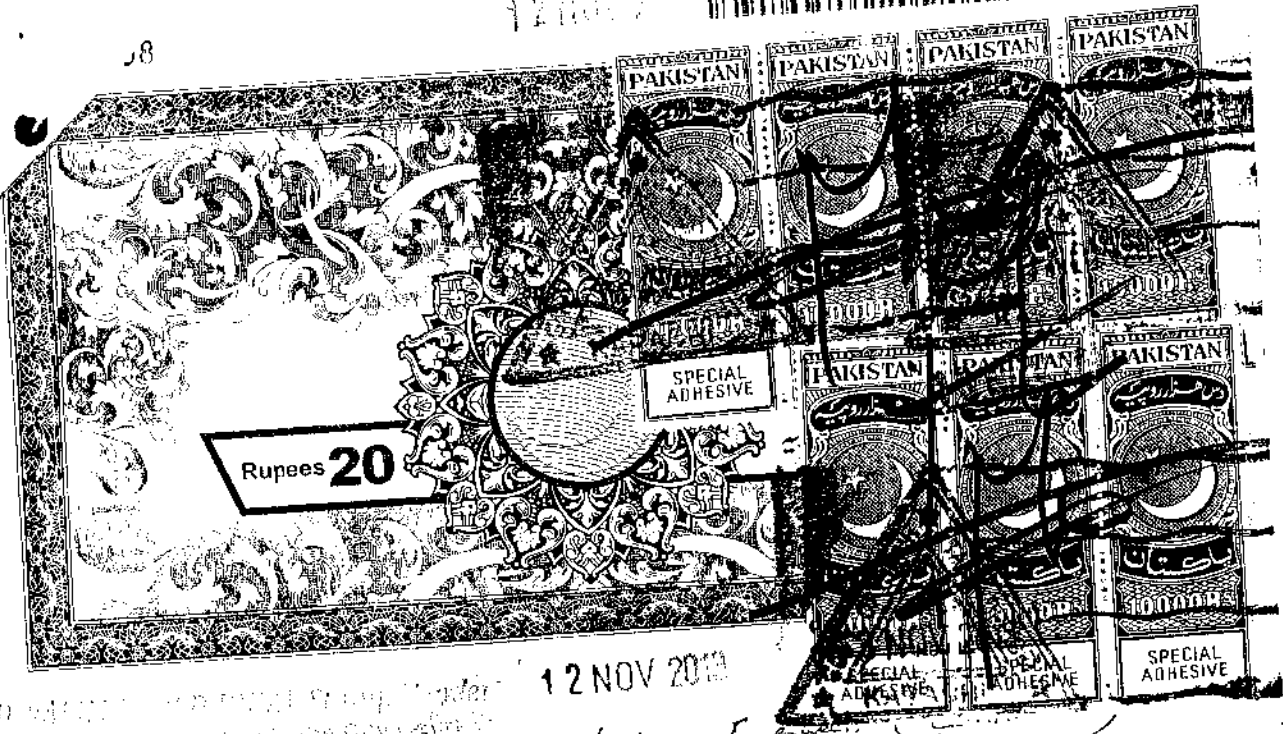
Program Director  
Sindh Basic Education Program  
Government of Sindh

(Seal) Signed, Sealed and Delivered in the presence of:

Witness: *Shakeel Ahmad*  
Director operations  
12301-2790766-3  
Flat no. 6, Block 5  
Defence Club Phase 3 Karachi  
(Name, Title, CNIC and Address)

Witness:  
*Liaquat Ali*  
(Name, Title, CNIC and Address)





12 NOV 2013

Highway Engineers  
Program management & Implementation  
Unit (Small Basic Education program  
Government of SINDH - (Employer)

34920

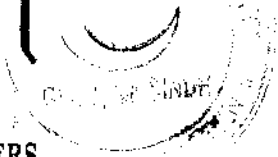


13 NOV 2013

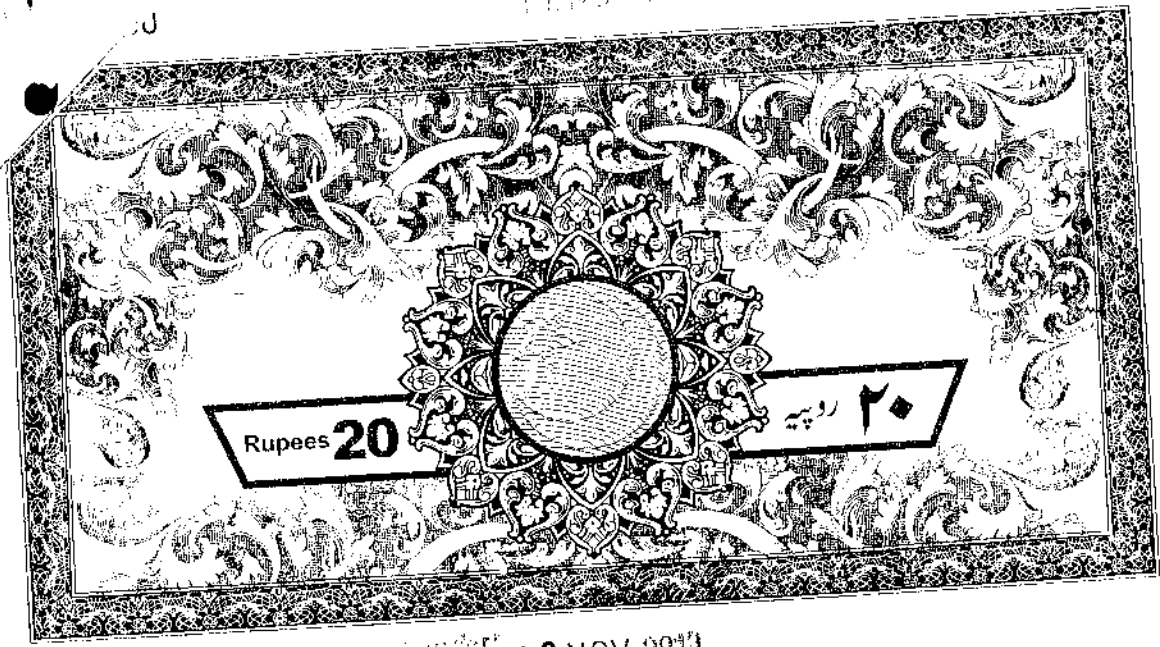
172  
Highway Engineers  
Contractor

**HE HIGHWAY ENGINEERS**  
Proprietor

PMIU / *Tawazulero*  
Program Director  
Small Basic Education Program  
Government of Sindh  
Employer







Rupees 20

12 NOV 2011

34922

**(INTEGRITY PACT)**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS CONTRACT**  
 Contract No. SBEP-01-KHR  
 Contract Value: 576330653/-  
 Contract Title: Construction of ...

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

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

**HIGHWAY ENGINEERS** accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **HIGHWAY ENGINEERS** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

Name of Buyer: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name of Seller/Supplier: \_\_\_\_\_  
 Signature: \_\_\_\_\_

(Seal)

**HE HIGHWAY ENGINEERS**  
 Proprietor

[Seal] \_\_\_\_\_  
 Program Director  
 Sindh Basic Education Program  
 Government of Sindh



**USAID-Sindh Basic Education Program**  
(Program Management & Implementation Unit)  
Education and Literacy Department  
Government of Sindh

Tel No. 021-35296931, Fax No. 021-35296935  
D-29,Block-2,Clifton Karachi

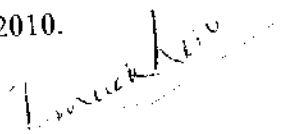
SBEP/USAID/PD/467 /2013  
Karachi, Dated: 12 /12 /2013

**The Managing Director**  
Sindh Public Procurement Regulatory Authority (SPPRA),  
Government of Sindh,  
Karachi.

**Subject: Construction of Six Schools in Khairpur, Package 1**  
**NIT RE NOF: INF/KRY-1862/13 DATED 21.08.2013**

**Reference: SPPRA ltr: Dir(CB)/SPPRA/SBEP/37-1(KHI)/13-14/3212, dated 2-12- 2013**  
**Our ltr. SBEP/USAID/PD/303 & 421 /2013 dated 27-09-13 & 05-11-13**

Duly signed contract evaluation form for the subject project tender is enclosed herewith  
as requested vide your above referred letter and in compliance to SPP Rules, 2010.

  
(Tameezuddin Khoro)  
Program Director

Cc:  
1. Additional Chief Secretary, Education & Literacy Department, Government of Sindh

*Pl. examine & P.O.*  
*MCB*  
*13/11*

*2013*  
*2013*  
*13/11*

# 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. USAID SBEP, Program Management & Implementation Unit. Education & Literacy Department
- 2) PROVINCIAL / LOCAL GOVT / OTHER Government of Sindh
- 3) TITLE OF CONTRACT Construction of Six Schools in Khairpur, Package 1
- 4) TENDER NUMBER Package No. SBEP-01-KHR (R1)
- 5) BRIEF DESCRIPTION OF CONTRACT Construction of 6 Schools in Khairpur Package 1
- 6) FORUM THAT APPROVED THE SCHEME PDWP & ~~CDWP~~ ECNEC *T. Muneer Khan*
- 7) TENDER ESTIMATED VALUE Rs. 588.817 million
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs. 443.495239 million
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 14 months
- 10) TENDER OPENED ON (DATE & TIME) 3rd September, 2013 at 1500 hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 05  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01  
already submitted and hoisted on SPPRA website
- 14) BID EVALUATION REPORT (Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Highway Engineers E 8&9, Glass Towers, Clifton
- 16) CONTRACT AWARD PRICE Rs. 576.330653 million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st Highway Engineers
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE yes  Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Procurement Committee

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

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

21) ADVERTISEMENT :

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

Yes	10026/2012
No	

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

Yes	Dawn, Kawish, Jung
No	

22) NATURE OF CONTRACT

Domestically Level	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
-----------------------	-------------------------------------	------	--------------------------

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

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

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

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

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

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

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



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

Yes	
No	no complaint was recieved

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

Yes	
No	none

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

Yes	
No	none

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

Yes	
No	none

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

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

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

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

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

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

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

Yes	
No	none

Signature & Official Stamp of  
Authorized Officer Tameezuddin Kheru

*Tameez Kheru*  
**Program Director**  
**Sindh Basic Education Program**  
**Government of Sindh**

**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

SPPRA INWARD DIARY

NO: 10382 Div (A&P)

DATE: 21/1/14



SINDH

GOVERNMENT OF PAKISTAN  
NATIONAL ACCOUNTABILITY BUREAU (SINDH)  
PRCS BUILDING 197/5, DR OAUDPOTA ROAD  
KARACHI CANTONMENT

Tel: 021-99207968  
Fax: 021-99207927

5-3(01) Proj /A&P/NAB (Sindh)/2014/ 38  
15 January 2014

Managing Director  
Sindh Public Procurement Regulatory Authority  
Govt of Sindh  
Karachi

Subject: Construction of Six Schools in Khaipur, Package 1, under USAID Sindh Basic Education Program

1. Subject contract has been reported to this Bureau by Program Director, USAID – Sindh Basic Education Program, Karachi.
2. You are requested to intimate if any inconsistency has been observed in the award of subject contract or any complaint has been received by SPPRA.
3. Your reply is requested by 25 January 2014, please.

*Abdul Hafeez Siddiqui*  
Additional Director (Staff)  
For Director General  
(Abdul Hafeez Siddiqui)

Copy to: -

1. Additional Director, A&P Div, NAB HQ, Islamabad
2. PS to Chairman, NAB HQ, Islamabad

*Director (CB) - urgent*  
*reply please*  
*[Signature]*  
*22/1*  
*1(CB)*