

# 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. Works and Services Department
- 2) PROVINCIAL, LOCAL GOVT., OTHER Provincial
- 3) TITLE OF CONTRACT Provincial Buildings Division No I, Karachi.
- 4) TENDER NUMBER RI P No. HCP/PIB-I/2016-17/3508 dated: 27-02-2017
- 5) BRIEF DESCRIPTION OF CONTRACT Construction of Residence Block at GOR-I, Bath Island Karachi
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Offer Rate
- 8) ENGINEER'S ESTIMATE Offer Rate  
(for civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) Thirty Six Months
- 10) TENDER OPENED ON (DATE & TIME) 21-03-2017 @ (3:00 P.M)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 12 No's  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 9 No's
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 4 No's
- 14) BID EVALUATION REPORT Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Atif Nazar (Pvt) Ltd.
- 16) CONTRACT AWARD PRICE Rs. 94,38,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(e.g. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID) (i) M/s. Atif Nazar (Pvt) Ltd.  
(ii) M/s. Shanzad Associates  
(iii) M/s. The Architects.

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

- |    |   |                                     |
|----|---|-------------------------------------|
| a) | SINGLE STAGE - ONE ENVELOPE PROCEDURE   | <input type="checkbox"/>            |
| b) | SINGLE STAGE - TWO ENVELOPE PROCEDURE <span style="float: right;">Domestic</span> | <input type="checkbox"/>            |
| c) | TWO STAGE BIDDING PROCEDURE   | <input checked="" type="checkbox"/> |
| d) | TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE  | <input checked="" type="checkbox"/> |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED (e.g. 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.31937
No	

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

Yes	Daily Express 1/3/17, Dawn, Dunya Sindh Special, Awami Awaz 2/3/17,
No	

22) NATURE OF CONTRACT

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 checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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"/>
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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	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
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	x
No	

Signature & Official Stamp of  
Authorized Officer

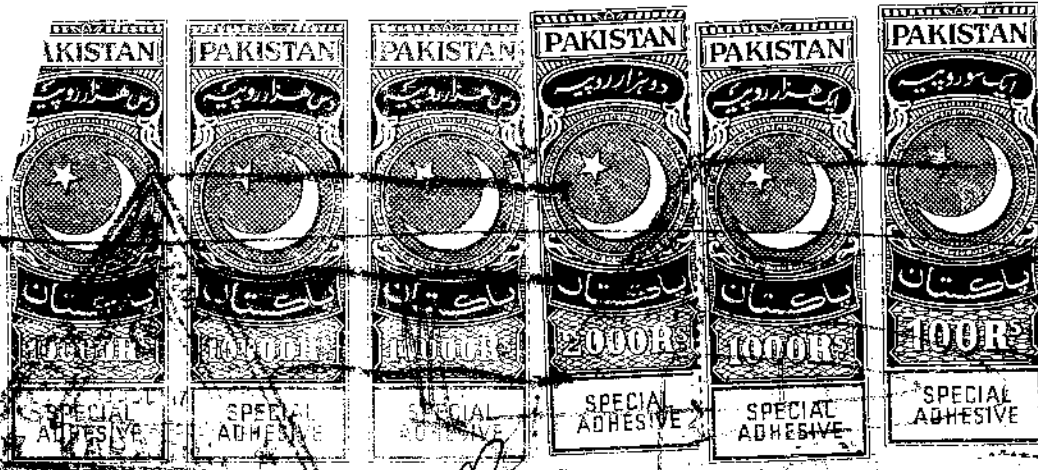
  
**ARSHAD HUSSAIN BHUTTO**  
Executive Engineer  
Provincial Buildings Division  
Karachi

**FOR OFFICE USE ONLY**

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

M/331001 ~ 32 13/7/2017

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*[Handwritten signature]*  
Executive Engineer  
Provincial Buildings Division  
Karachi

**FORM OF CONTRACT**

THIS CONTRACT ("Contract") is entered into this 17<sup>th</sup> day of July 2017 by and between Government Of Sindh Through Executive Engineer Provincial Buildings Division No. 1, Barrack No. 18, Sindh Secretariat No. 4-A, Karachi-Pakistan ("the PA") and M/s. Atif Nazar (Pvt.) Ltd., ("the Consultant") having its principal office located at D-11/A, Block-17, Gulshan-e-Iqbal, Karachi.

WHEREAS the Procuring Agency is desirous that certain Works, viz Construction of Residence Block at GOR-I, Bath Island Karachi (ADP # 2092 of 2016-17) (Consultancy Services including Supervision) and amount of Rs.94,38,000/- (Rupees= Ninety Four Lac Thirty Eight Thousand only) should be executed by the Consultant and has accepted a Bid by the Consultant for the execution and supervision of such Works and the remedying of any defects therein.

WHEREAS, the Consultant is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

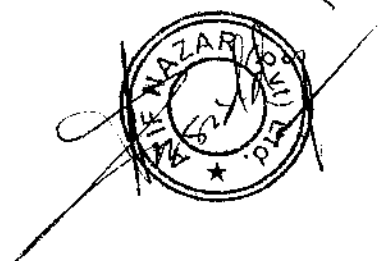
**1. Services:**

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

**2. Term**

The Consultant shall perform the Services during the period commencing 17-07-2017 and continuing through 16-7-2020 or any other period as may be subsequently agreed by the parties in writing.

*[Handwritten signature]*  
**ARSHAD MUSSAIN BHUTTO**  
Executive Engineer  
Provincial Buildings Division-I  
Karachi



3. **Payment**

**A. Ceiling**

For Services rendered pursuant to Annex A, the PA shall pay the Consultant approximate amount **Rs.94,38,000/-** (This is tentative cost and will be adjusted after completion of tendering process of contractors)

**B. Payment Conditions**

Payment shall be made in Pak Rupees not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. **Economic Price Adjustment**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than **36** months or if the inflation is expected to exceed **—** % per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:

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

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:

$$R = R' \times \frac{I}{I'}$$

where *R* is the adjusted remuneration, *R'* is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, *I* is the official rate of inflation for the first month for which the adjustment is to have effect and *I'* is the official rate of inflation for the month of the date of the Contract." ]

5. **Project Administration**

**A. Coordination**

The PA designates Executive Engineer, Provincial Buildings Division-1 as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

**B. Time Sheets**

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

**C. Records and Accounts**


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

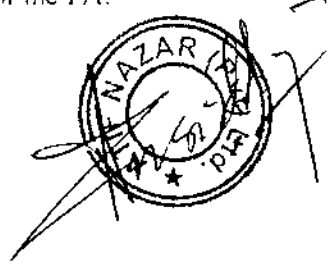
6. **Performance Standard**

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

7. **Confidentiality**

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

  
APPROVED BY THE COORDINATOR  
PROVINCIAL BUILDINGS DIVISION-1  
P.B.D-1



**8. Ownership of Material**

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

**9. Consultant Not to be Engaged in Certain Activities**

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

**10. Insurance**

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

**11. Assignment**


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

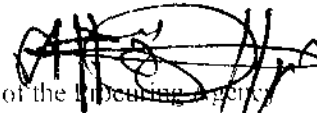
**12. Law Governing Contract and Language**

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

**13. Dispute Resolution**

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


  
 Signature of the Consultant
   
 M/s. Atif Nazir (Pvt.) Ltd.
   
 (Consultants)
   
 Name: Nazir Sidliqi
   
 Title: Chief Executive

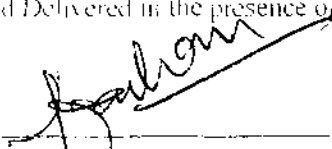

  
 Signature of the Executing Agency
   
 (EXECUTIVE ENGINEER)
   
 (ARSHAD HUSSAIN BHUTTO)
   
 Provincial Buildings Division No.1,
   
 Karachi
   
 Provincial Buildings Division-4
   
 Karachi

Signed, Sealed and Delivered in the presence of:

Witness: 1

Signatures \_\_\_\_\_

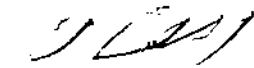
Name



  
 Farhan Melwood
   
 42101-3850901-9

Witness: 2

Signatures \_\_\_\_\_

Name


  
 R. Irfan Builder
   
 (M/s. R. Irfan Builder)


  
 Nazir Sidliqi

Appendix-G  
(Integrity Pact)

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

Contract No. HQ/PAD-E/NOT/38 Dated 17.7.2017

Contract Value: Rs. 94,38,000/-

Contract Title: Cont. of Residential Block C Govt. I Bhatti's Land (Consultancy Service incl. Supervision)

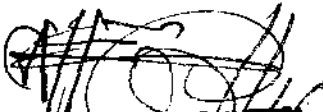
I M/s. Atif Nazar (Pvt) Ltd hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOS) through any corrupt business practice.

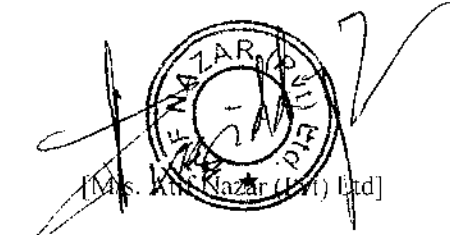

Without limiting the generality of the foregoing, I M/s. Atif Nazar (Pvt) Ltd represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either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

I M/s. Atif Nazar (Pvt) Ltd accept 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 have not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

I M/s. Atif Nazar (Pvt) Ltd accept 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, I M/s. Atif Nazar (Pvt) Ltd 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 I M/s. Atif Nazar (Pvt) Ltd as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

  
**(ARSHAD HUSSAIN BHUTTO)**  
Executive Engineer  
Provincial Buildings Division-4  
Karachi

  
  
[M/s. Atif Nazar (Pvt) Ltd]

**OFFICE OF THE EXECUTIVE ENGINEER,**  
**PROVINCIAL BUILDINGS DIVISION NO. I, KARACHI.**

Barrack No.18, Block 4-A. Sindh Secretariat Saddar Karachi Ph: 021-99203183

No. HC/PBD-I W.O **38**

Karachi dated: **17-7-17**

To,

**M/s. Atif Nazar (Pvt) Ltd,**  
Consulting Engineers Architects,  
Planners & Project Managers,  
D-11/A, Block 17, Gulshan-e-Iqbal, Karachi.  
TEL: 021-34982561  
mail: [atifnazar.com](mailto:atifnazar.com)


**SUBJECT:- WORK ORDER,**  
**CONSTRUCTION OF RESIDENCE BLOCK AT GOR-I, BATH ISLAND KARACHI**  
**(ADP # 2291 OF 2017-18) (CONSULTANCY SERVICES INCLUDING**  
**SUPERVISION).**

Reference : This office "Letter of Acceptance" No. HC/PBD-I/2017-18/02 dated: 10-07-2017

With reference to the above cited letter No. you are now requested to start to work within 07 days after the issuance of this letter.

Consultancy Services including supervision **Quoted Rate, Rs.94,38,000/-**


The work will be started under the supervision of **Assistant Engineer, Provincial Buildings Sub Division No.I, Karachi.** The time for completion of this work is **36-Months** from the date of start of work.

  
**(ARSHAD HUSSAIN BHUTTO)**  
**EXECUTIVE ENGINEER**  
Provincial Buildings Division No. I,  
Karachi.

Copy forwarded with compliments for information to:-

- i) The Superintending Engineer, Provincial Buildings Circle Karachi.
- ii) The Assistant Engineer, Provincial Buildings Sub-Division No.I, Karachi.

D.A as above

  
**EXECUTIVE ENGINEER**  
Provincial Buildings Division No. I,  
Karachi.



**OFFICE OF THE EXECUTIVE ENGINEER,**  
**PROVINCIAL BUILDINGS DIVISION NO. I, KARACHI.**

Barrack No.18, Block 4-A, Sindh Secretariat Saddar Karachi Ph: 021-99203183

No. HC/PBD-I/2017-18/02

Karachi dated:10-07-2017

To.

M/s. Atif Nazar (Pvt) Ltd,  
Consulting Engineers Architects,  
Planners & Project Managers,  
D-11/A, Block 17, Gulshan-e-Iqbal, Karachi,  
TEL: 021-34982561  
mail@atifnazar.com

**SUBJECT :- LETTER OF ACCEPTANCE:-**

**Reference:- CONSTRUCTION OF RESIDENCE BLOCK AT GOR-I, BATH ISLAND KARACHI  
(ADP # 2291 OF 2017-18) (CONSULTANCY SERVICES INCLUDING  
SUPERVISION).**

It is to inform that you are selected for appointment as consultant for the Scheme Construction of Residence Block at GOR-I, Bath Island Karachi (ADP # 2291 of 2017-18) (Consultancy Services Including Supervision) on the recommendation of selection committee.

You are further required to sign a consultancy agreement with under signed on behalf of Government of Sindh on prescribed format of Pakistan Engineering Council.


Meanwhile please be informed that in addition to the normal conditions following special conditions will govern, your consultancy services:-

1. Consultancy charges shall be 1.20% of the total tender cost of project (for detailed drawing, designing & tender stage).
2. Consultancy charges shall be 0.75% of the total tender cost of project for detailed supervision.
3. You are requested to please furnish to the under signed the sample of standard agreement as prescribed by Pakistan Engineering Council (PEC) along with the name(s) of authorized representative, who will sign and deal with us.

  
(ARSHAD HUSSAIN BHUTTO)  
EXECUTIVE ENGINEER  
Provincial Buildings Division No. I,  
Karachi.

Copy forwarded with compliments for information to:-

1. The Superintendent Engineer, Provincial Buildings Circle, Karachi.
2. The Assistant Engineer, Provincial Buildings Sub-Division No.1, Karachi.

  
EXECUTIVE ENGINEER  
Provincial Buildings Division No. I,  
Karachi.