

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- Sindh Education Foundation Govt. Of Sindh
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Government of Sindh
- 3) TITLE OF CONTRACT Hiring of Legal Firm for SEF Legal matter
- 4) TENDER NUMBER SEF/NP/16-17/51
- 5) BRIEF DESCRIPTION OF CONTRACT Hiring of Legal Firm for SEF Legal matter
- 6) FORUM THAT APPROVED THE SCHEME Senior Management
- 7) TENDER ESTIMATED VALUE 55.00 Million
- 8) ENGINEER'S ESTIMATE N/A
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 21 Sept,2018, will be extended for 2 years.
- 10) TENDER OPENED ON (DATE & TIME) July 17th , 2017 at time 3.30pm
- 11) NUMBER OF TENDER DOCUMENTS SOLD 00
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01
- 14) BID EVALUATION REPORT (Enclose a copy)
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s.Zamir & Malik Barrister & Legal consultant.
- 16) CONTRACT AWARD PRICE PKR.15,000,000/=
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1st Lowest
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE Local _____ Domestic/ Local
- 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 _____

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	SPPRA S#33851(03-7-2017)
No	

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

Yes	Daily Dawn English ,Daily Kawash Sindhi & Daily Jang urdu on 01/7/2017
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 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 type="checkbox"/>	No	<input checked="" 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	
No	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 checked="" type="checkbox"/>	No	<input 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


Procurement Department
Sindh Education Foundation
Govt. 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

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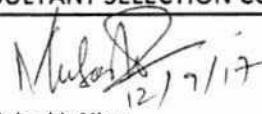
Bid Evaluation Report

1. Name of Procuring Agency: Sindh Education Foundation (Govt. of Sindh)
2. Tender Reference No: SEF/NP/16-17/51
3. Tender Description/Name of work/item: HIRING OF LEGAL FIRM FOR SEF LEGAL MATTER
4. Method of Procurement: Quality Cost Based Selection Method (QCBS)
5. Tender Published: SPPRA S.N # 33851 (03-07-2017)
Jang Urdu 01/07/2017, Dawn English 01/07/2017, Kawish 01/07/2017
6. Total RFP documents Issued: 00 issued from Procurement Dept. and 01 downloaded from Website.
7. Technical Bid Opening date: (if applicable) 17th July, 2017
8. Total Bids Received: 01 Bids Received.
9. No. of Bid technically qualified (if applicable): 01
10. Financial Bid Opening Date: 10th August, 2017

S No	Name of Firm or Bidder	Total Bid, Cost offered by the Bidder (Rs.)	Ranking in terms of consolidated (Technical & Financial) evaluation	Comparison with Estimated cost (Rs.)	Reasons for acceptance/rejection through Quality Cost Based Selection method	Remarks
0	1	2	3	4	5	6
1	M/s. Zamir & Malik (Barristers & Legal Consultants)	54,600,000	1st	55 Million	Accepted because the firm quoted the first lowest financial bid.	Recommended to award the contract.
2	M/s. Muhammad Khalid Hayat & Law Associates	59,580,000	N/A		Rates obtained from open market in compliance of SPP Rule # 48 for consultancy of SEF Legal Matters.	Not Recommended to award the contract.

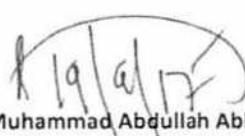
CONSULTANT SELECTION COMMITTEE


Mr. Nawab Zafar Ali
 Deputy Director (M&E)
 Secretary Consultant Selection Committee
 Sindh Education Foundation
 Government of Sindh


Mr. Mubashir Mirza
 Assistant Director (AASP)
 Member of Consultant Selection Committee
 Sindh Education Foundation
 Government of Sindh


Mr. Taufique Ahmed Shaikh
 Assistant Chief,
 Planning & Development Dept. Govt. of Sindh
 Member of Consultant Selection Committee
 Sindh Education Foundation
 Government of Sindh


Mr. A.K.Rind
 Deputy Secretary, (B & E -IV)
 Finance Department, Govt. of Sindh
 Member of Consultant Selection Committee
 Sindh Education Foundation
 Government of Sindh


Mr. Muhammad Abdullah Abbasi
 Director (General Administration & Co-ordination)
 Chairman Consultant Selection Committee
 Sindh Education Foundation
 Government of Sindh

25/10

Rg 52500



OFFICE SUPERINTENDENT
Group Office, City Court
Karachi

25 OCT 2017

CONTRACT

THIS CONTRACT ("Contract") is entered into this 25th October, 2017 by and between *Sindh Education Foundation, Government of Sindh* ("the PA") having its principal place of business at *Plot No. 21-A, Block No. 7/8, OCHS, Ameer Khushro Road, Karachi*, and *M/s. Zamir & Malik Barrister & Legal Consultants* ("the Consultant") having its principal office located at *Suite 219, Clifton Centre, D C - 1, Block-5, Kehkashan, Clifton, Karachi, Pakistan*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

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 22nd September, 2017 and continuing through 21st September, 2018 or any other period as may be subsequently agreed by the parties in writing and will be extended for 2 years on the basis of performance.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *Rs. 15,000,000/=* for one year. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that maybe imposed on the Consultant.

C. Payment Conditions

Payment shall be made in *PAK Rupee*, no 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 18 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]th calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{t_0} \times \frac{I}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration

A. Coordinator

The PA designates *Mr. Nadeem Qureshi, Deputy Director-Complaints & Legal Cell, SEF* 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. Timesheets

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 Consultants 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.

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 equipments.
11. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it 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

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

glen
Mr. Muhammad Abdullah Abbasi
Director, General Administration & Coordination,
Sindh Education Foundation

Mr. Malik Naeem Iqbal
Partner
M/s. Zamir & Malik Barrister & Legal
Consultant.



ANNEX-A

Terms of Reference (TORs) for the Hiring of Legal firm for SEF Legal Matters

Key Responsibilities

- With the aforementioned background, the Legal Consultant (Firm) will have the following (but not necessarily limited to) key responsibilities to fulfill;
- Providing legal advice to the SEF on a regular basis, as and when required.
- Negotiate and prepare reply legal notices / responses and help SEF in sorting out issues out of Court(s) / legal matters.
- Prepare and review the draft partnership / legal Contracts/Agreements/MoUs, as and when required and to take necessary steps needed for completion of legal requirement for such arrangements (partnership/legal).
- Help in interpreting laws, rules and policies if and when required.
- Representation before the Courts of Law including but not limited to Magistrate/ Civil/ Sessions/ Tribunals/ Federal, Provincial, Regional or District Ombudsman/ High Court/ Federal Shariat Court/ Supreme Court (any other legal forum) for the cases / matters either filed by SEF against suppliers, partners, employees, others etc., and vice versa.
- Deal with all legal matters such as trials, civil suits, bails, incidental rent, appeals, revisions, transfer applications, intra court appeals/larger benches appeal, leave to appeal, etc.
- Deal with relevant government authorities if and when required on legal matters on behalf of SEF
- Ensure provision of personnel / officials / resources to manage simultaneous proceedings at different forums across Pakistan.
- Ensure timely and / or on call availability of personnel designated for SEF related matters.
- Be willing to contest (travel and be available) throughout Pakistan and represent SEF, if nature of the cases, so warrant.
- To extend related help/expert services to SEF for all legal or regulatory matters not specifically stated above
- Others legal issues as when arising out of any circumstances
- Screening of the top scoring applicants for interviews through an established criteria.
- Conduct interviews of successful candidates of the test at suitable venues across Sindh.
- Submit list of successful candidates for each post in order of merit.

ANNEX B

Consultant's Reporting Obligations

The consultant should directly report to the Client's Coordinator *Mr. Nadeem Qureshi, Deputy Director-Complaints & Legal Cell, SEF.*

The consultant should submit report to *Mr. Nadeem Qureshi, Deputy Director-Complaints & Legal Cell, SEF.*

11
11/11/2013

ANNEX C

Cost Estimate

For the period of 12 months, from 22nd September 2017 to 21st September 2018 and will be extended for 2 years on the basis of performance.

TOTAL COST: Pak Rupees 15,000,000/- (inclusive of all Government Taxes)

10/10/17
10/10/17
10/10/17



**Sindh
Education
Foundation**

Government of Sindh

No. SEF/366/17

(PROCUREMENT DEPARTMENT)

Dated: 06-10-2017

SAY NO TO CORRUPTION

To,

M/s. Zamir & Malik
Mr. Malik Naeem Iqbal
Suite 219, Clifton Centre, D C-1,
Block-5, Kehkashan, Clifton, Karachi.
Tel: 021-35822319

SUBJECT: Letter of Award for the Tender Hiring of Legal Firm for SEF Legal Matters Ref No. SEF/NP/16-17/51.

With reference to above subject, we are pleased to inform you that your submitted bid has been found first lowest and accepted at following detail and price.

Description: Hiring of Legal Firm for SEF Legal Matters

Bid Price: PKR. 15,000,000/- (including of all taxes)

2. Therefore now we would like to share our draft of contract for your review, kindly return us within a week along with your confirmation of acceptance letter and further get immediate visit to our Head office for any prior preparation work.

3. Please arrange 5% performance security within given time and contact to Legal & Complaints Cell (L&C) for required job/services.

**Acting Deputy Director
(Procurement)**

Enclosure: As stated above

A copy is forwarded for information to:

Director (General Administration, Coordination & IT)-SEF.
P.S to MD, SEF.
Master File.

PLOT NO.21, BLOCK-7/8, OVERSEASE HOUSING, AMEER KHUSRO ROAD KARACHI, PAKISTAN.

Phone: (92-21) 34169141-5, FAX #: (92-21) 34169143

Karachi, the 13th July, 2017

The Acting Deputy Director (Procurement)
Sindh Education Foundation
Government of Sindh
House # 21A, Block 7/8,
Overseas Cooperative Housing Society,
Amir Khusro Road, Karachi 75300

Dear Sir

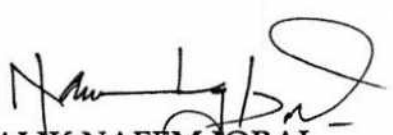
We, the undersigned, offer to provide the consulting services for SEF Legal Matters in accordance with your Request for Proposal dated 01.07.2017 and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR 5,46,00,000/- (Rupees Fifty Four Million and Six Hundred Thousand Only).

Our Financial Proposal shall be binding upon us subject to the modification resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No Commissions or gratuities have been or to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely


MALIK NAEEM IQBAL
Advocate Supreme Court
Managing Supreme Court
219-Clifton Centre, Block-5
Kehkashan, Clifton, Karachi

**MALIK BARRISTERS
AND LEGAL CONSULTANTS**




10/8/17


10/8/2017


10/8/17

FORM FIN-2 SUMMARY OF COSTS

Item	Costs	
	Indicate Foreign Currency	Indicate Local Currency
Total Costs of Financial Proposal \ (including all taxes, duties and etc)	Not applicable	1.25 Million per month for first 12 months. = 15,000,000/-
		1.5 Million per month for second 12 months. = 18,000,000/-
		1.8 Million per month for third 12 months. = 21,600,000/-
	Total PKR 54,600,000/-	

ZAMIR & MAJIB BARRISTERS AND LEGAL CONSULTANTS

[Signature]
10/10/17

[Signature]
10/10/17

[Signature]
10/10/17

[Signature]

II. Key responsibilities

With the aforementioned background, the Legal Consultant (Firm) will have the following (but not necessarily limited to) key responsibilities to fulfill;

1. Providing legal advice to the SEF on a regular basis, as and when required.
2. Negotiate and prepare reply legal notices / responses and help SEF in sorting out issues out of Court(s) / legal matters.
3. Prepare and review the draft partnership / legal Contracts/Agreements/MoUs, as and when required and to take necessary steps needed for completion of legal requirement for such arrangements (partnership/legal).
4. Help in interpreting laws, rules and policies if and when required.
5. Representation before the Courts of Law including but not limited to Magistrate/ Civil/ Sessions/ Tribunals/ Federal, Provincial, Regional or District Ombudsman/ High Court/ Federal Shariat Court/ Supreme Court (any other legal forum) for the cases / matters either filed by SEF against suppliers, partners, employees, others etc., and vice versa.
6. Deal with all legal matters such as trials, civil suits, bails, incidental rent, appeals, revisions, transfer applications, intra court appeals/larger benches appeal, leave to appeal, etc.
7. Deal with relevant government authorities if and when required on legal matters on behalf of SEF
8. Ensure provision of personnel / officials / resources to manage simultaneous proceedings at different forums across Pakistan.
9. Ensure timely and / or on call availability of personnel designated for SEF related matters.
10. Be willing to contest (travel and be available) throughout Pakistan and represent SEF, if nature of the cases, so warrant.
11. To extend related help/expert services to SEF for all legal or regulatory matters not specifically stated above
12. Others legal issues as when arising out of any circumstances

III. Duration of the assignment

The duration of this consultancy assignment shall be 36 months.

IV. Reporting requirements

The Legal Advisor will file report on monthly basis for all activities of SEF which will be included in the progress report for record and payment processing.

V. Fee

SEF will pay the retention fee on monthly basis for the tasks mentioned above. Reimbursements for activities not covered in the scope will be made on the basis of actual expenses incurred.