

2000/-

No = 84
24/04/18



AGREEMENT BETWEEN

This agreement made at Karachi on this 24th day of April, 2018
between:

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

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

24 APR 2018

AND

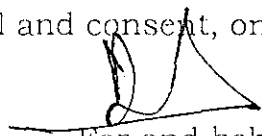
M/s **Sherjan Mosakhail & Sons**, Office B-48, Block-T, North Nazimabad,
Karachi. Hereinafter called the contractor 2nd party.

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

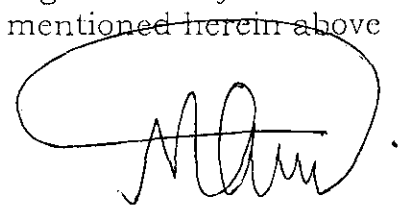
- 1) Whereas the Client called 1st party is desirous that the contractor the 2nd party to execute the Repair and Maintenance of Governor's Secretariat at Sindh Governor House and has accepted a bid by the contractor for the execution and completion of such works and remedying of any defects therein for final corrected price of **Rs. 570,140/-**.
- 2) The work of Repair and Maintenance of Governor's Secretariat at Sindh Governor House shall be conducted as per approved design, 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 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 contract.
- 5) Intended completion time for the works shall be less than 20 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.

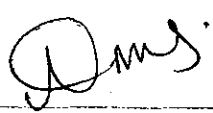
- 6) All tender documents i/e special condition of contract including approval list of manufacturing/brands is part of this agreement.
- 7) Clients can alter this works by withdrawing/cancellation or addition of any item of works awarded in this contract upto 30% of cost of this work order, and contractor 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: 
Signature _____
Name Amal Raj
Title Employee

Witness: 
Signature _____
Name Najam uz Zaman
Title Friend

Witness: 
Signature _____
Name M. Yaseen
Title Employee

Witness: 
Signature _____
Name Nasir Khan
Title Friend



2180
No. 84
24/04/18

AGREEMENT BETWEEN

This agreement made at Karachi on this 24th day of April, 2018

Principal Secretary to Governor Sindh, Governor's Secretariat, Sindh
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AND

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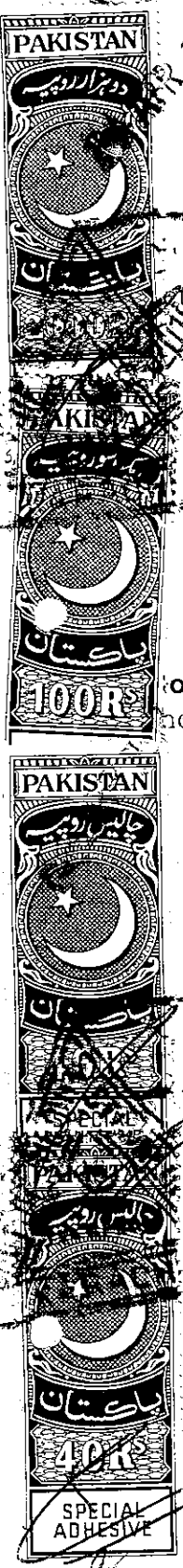
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- 2) The work of Repair and Maintenance of Governor's Secretariat at Sindh Governor House shall be conducted as per approved design, instructions as mention in tender documents.
- 3) That mode of payment to the second party shall be made as per actual quantities executed at site.
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agreement.

Stamp Office, City Court
Karachi

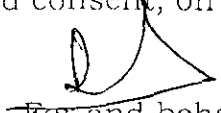
24 APR 2018



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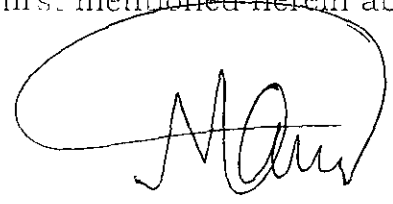
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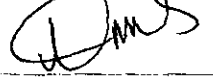
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For and behalf of:


PRINCIPAL SECRETARY TO GOVERNOR SINDH



Witness: 
Signature _____


Name Amal Raj

Title Employee

Witness: 
Signature _____


Name Najam-ul-Zaman

Title Friend

Witness: 
Signature _____

Name M. Yaseen

Title Employee

Witness: 
Signature _____

Name Nasir Khan

Title Friend



2800/-
No: 84
24/04/18

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between:

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AND

M/s **Sherjan Mosakhail & Sons**, Office B-48, Block-T, North Nazimabad,
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- 1) Whereas the Client called 1st party is desirous that the contractor the 2nd party to execute the Repair and Maintenance of Governor's Secretariat at Sindh Governor House and has accepted a bid by the contractor for the execution and completion of such works and remedying of any defects therein for final corrected price of **Rs. 795,100/-**.
- 2) The work of Repair and Maintenance of Governor's Secretariat at Sindh Governor House shall be conducted as per approved design, 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 contractor 2nd party as hereinafter mentioned, the contractor hereby conveys with the 1st party execute and complete works and remedy any defects herein I conformity In all respect with the provisions of the contract.
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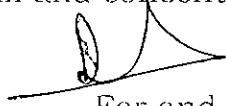
OFFICE SUPERINTENDENT
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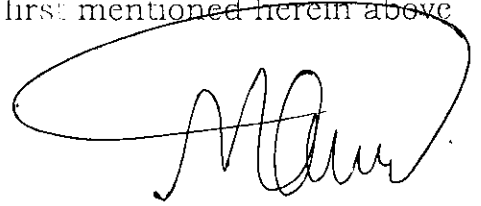
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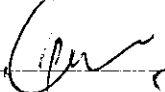
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For and behalf of:
PRINCIPAL SECRETARY TO GOVERNOR SINDH



Witness: 
Signature _____
Name Amar Raj
Title Employee

Witness: 
Signature _____
Name Najam uz Zaman
Title Friend

Witness: 
Signature _____
Name M. Yaseen
Title Employee

Witness: 
Signature _____
Name Nasir Khan
Title Friend





M/s. Sherjan MosaKhail & Sons
Karachi.

SECRETARIAT OF GOVERNOR SINDH
GOVERNOR'S HOUSE KARACHI

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

Dated: 26th April, 2018

WORK ORDER

Subject: REPAIR & MAINTENANCE 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 NIT come to Rs. 795,100/- (PAK: Rupees Seven Lac Ninety Five Thousand One hundred Only) has been approved by the Competent Authority.

2. 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


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).

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 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 20 days.


(ATTA MUHAMMAD PATHAN)
SECTION OFFICER/DDO



SECRETARIAT OF GOVERNOR SINDH
GOVERNOR'S HOUSE KARACHI

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

Dated: 26th April, 2018

M/s. Sherjan MosaKhail & Sons
Karachi.

WORK ORDER

Subject: **REPAIR & MAINTENANCE 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 NIT come to Rs. 620,844/- (PAK: Rupees Six Lac Twenty Thousand Eight hundred & Forty Four Only) has been approved by the Competent Authority.

2. The work should be executed strictly in accordance with the specifications 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
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).
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5. 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/voke 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 20 days.


ATTA MUHAMMAD PATHAN)
SECTION OFFICER/DDO



SECRETARIAT OF GOVERNOR SINDH
GOVERNOR'S HOUSE KARACHI

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

Dated: 26th April, 2018

M/s. Sherjan MosaKhail & Sons
Karachi.

WORK ORDER

Subject: **REPAIR & MAINTENANCE WORK 3 OF SINDH GOVERNOR'S SECRETARIAT,
GOVERNOR HOUSE, KARACHI.**

Your Tender for the above mentioned work as quoted amount on all items as NIT come to Rs. 570,140/- (PAK: Rupees Five Lac Seventy Thousand One hundred & F Only) has been approved by the Competent Authority.

2. 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
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).
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(ATTA MUHAMMAD PATHAN)
SECTION OFFICER/DDO



Sherjan Mosakhail & Sons

Engineers & Contractors

REPAIR & MAINTENANCE OF GOVERNOR'S SECRETARIAT

BILL

No	Descriptions.	Quantity	Unit	Rate	Amount
01	Cutting & repairing of wall to conceal electric wiring, with PVC conduit pipe.	40	Rft	220	8800
02	Electric, telephone & intercom wiring with new electric boards plate.	1	Job	11740	11740
03	Providing & Fixing of new S.S. Sink, 3'x 2', with Sink mixture, T- stop cock, connection pipe, S.S. waste, waste pipe, etc.	1	No	12000	12000
04	Providing & Fixing of C.O.B. Lights 18 watts.	32	No's.	1400	1400
05	Electric wiring for C.O.B. lights, Bracket fan's, new switches with new plates	1	Job	12000	12000
06	Providing & Fixing of C.O.B. Lights 18 watts.	12	No's.	1500	18000
07	New Plumbing work with all new PVC pipes & fittings from roof water tank to bathrooms & open area. (3 portions).	L.S.	Job	29000	29000
08	Fixing of new W.C, (Indian), Fixing of new W.C, (English). Master or equivalent including P-trap, jointing, sealing material & all fittings.	1 1	No. No.	9000 11000	9000 11000
09	Fixing of new Water cistern / flush tank, (Master or equivalent) with angle stop cock , Inlet & outlet pipe connections.	1	No.	4800	4800
10	Fixing of new Wash basins, 16" x 22", & Pedestal. Master or equivalent including Basin mixture, T- stop cock, connection pipe, S.S. waste, waste pip	2	No.	14000	28000
11	Fixing of new S.S. Sink, 5'x 2', with Sink mixture, T- stop cock, connection pipe, S.S. waste, waste pipe, etc.	3	No.	11000	33000
12	Fixing of new Muslim Shower & double bib cock.	2	No's.	2000	4000



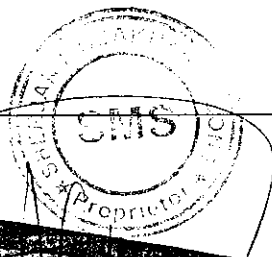
Address : B-48, Block-T, North Nazimabad, Karachi.
Tel: (92-21) 36632151, Cell: 0300-2492954 Fax: 36632151
Email : sherjanmosakhailsons@gmail.com



Sherjan Mosakhail & Sons

Engineers & Contractors

13	Fixing of solid flush door shutter including hardware, door lock, S.S. hinges, Aluminum sheet covering on half area of door.	3	No's.	8000	24000
14	Fixing of new Bath room accessories. (towel rail, tissue holder, soap dish, etc.)	1	Set	3500	3500
15	18" x 18" hole Cutting in roof for air ventilation, making of masonry walls around the hole.	L.S.	Job	11000	11000
16	Fixing of new Exhaust fan for bath room.	1	No.	8000	8000
17	Fixing of new C.O.B. Lights. 18 watts.	6	No's.	1250	7500
18	Laying of Roof treatment at existing Roof, for repairing of breakage, damages, leakage. 4" thick C.C. flooring to maintain water slope.	1400	Sft	158	221200
19	Removing of existing sanitary wares, English W.C., Basin, Pedestal, Basin Mixture, double bib cock, Muslim shower, T stop cock, etc.	1	Job	L.S.	9000
20	Providing & Fixing of Sanitary wares, (Master Brand) (i) English W.C. (ii) Wash basin with Pedestal.	1 1	No's No's	12000 9500	12000 9500
21	Providing & fixing of Sanitary fixtures, Master Brand. (i) Basin mixture. (ii) Double bib cocks. (iii) Muslim Showers. (iv) T- Stop cocks. (v) Plastic connection pipe, 3' long. (vi) Plastic sewerage Jali, 6" x 6". (vii) Tissue Holder. (viii) Towel Rail. (ix) Mirror 2' x 2'. (x) Soap dish.	1 1 1 1 3 3 2 1 1 1 1	No No No No No No No No No No No	4900 3800 1600 1600 400 300 900 1200 3000 800	4900 3800 1600 4800 1200 600 900 1200 3000 800



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22	Providing & Fixing 2' x 2' Gypsum False ceiling, fixing with aluminum fixtures.	100	Sft	95	9500
23	Providing & Fixing of C.O.B. Lights 18 watts, in Bath room ceiling. Complete in all respects.	4	No's	1500	6000
TOTAL					570,140

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Engineers & Contractors

REPAIR & MAINTENANCE OF GOVERNOR'S SECRETARIAT

BILL

No	Descriptions.	Quantity	Unit	Rate	Amount
01	Applying 3coats Matt finish paint, (wash room), Repairing of Cracks, Seepage surface, Scraping, applying primer, putty and lappy filling.	1200	No.	30	36000
02	Providing & Fixing of C.O.B. Lights 18 watts.	16	No.	1400	22400
03	Providing & Fixing of imported wall paper of approved texture & design.	672	Sft	107	71904
04	Providing & Fixing of Roll up Curtain, as approved design. High quality cloth.	70	Sft	285	19950
05	Repair & renovation work, Paint work, electrical work, false ceiling repairing, floor polish, door & window polish etc.	1	Job	L.S.	29000
06	Providing & Fixing 2' x 2' Gypsum False ceiling, fixing with aluminum fixtures.	600	Sft.	95	57000
07	Applying 3coats Matt finish paint, (wash room), Repairing of Cracks, seepage surface, scrapping, applying primer, putty and lappy filling.	1700	No.	30	51000
08	Applying of 3 coats mat finish paint in walls & ceiling, with filling of cracks with putty. The work also include the removal of existing loose paint portions and scraping.	800	Sft	40	32000
09	Applying 2 to 3 coats Matt finish paint (water base), On internal walls & cabin's wall both side.	3500	Sft	30	105000
10	Applying lacure polish on 10 wooden Panel Doors.	10	No;s	4500	45000
11	Applying lacure polish on Cabins Glass mpanel wood frames & entrance door frames.	36	Rft	800	28800
12	Applying 3coats Matt finish paint, (wash room), Repairing of Cracks, seepage surface, Scraping, applying primer, putty and lappy filling.	200	Sft	30	6000



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Engineers & Contractors

13	Closing of existing Niches, with wood structure & M D F sheets.	150	Sft	210	31500
14	Scrapping & Removing of existing Graffito Paint from wall.	550	Sft	10	5440
15	Making ground of wall with Lappy and to even the surface.	550	Sft	27	14850
16	Providing & Fixing of wooden Kitchenette, As approved design. Upper Cabinets. Lower Cabinets.	10 10	Sft. Sft.	3000 3500	30000 35000
TOTAL					620,844

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REPAIR & MAINTENANCE OF GOVERNOR'S SECRETARIAT

BILL

No	Descriptions.	Quantity	Unit	Rate	Amount
01	P/Laying of Ceramic /Porcelain tiles, 2' x 2', (approved shade & design). in CM 1:3 over & including a base of 1/2" thick plaster in 1:4 CM, including jointing/grouting etc.	720	Sft.	280	201,600
02	Construction of Kitchen 7' x 7' x 11' h., With block masonry, plaster on both sides, Pre-cast roof, c.c. flooring on roof, 8" thick floor to level, tile fixing at 4' height all walls, Tile fixing 2' wide between marble top and Kitchen cabinet's, S.S. Sink 4', Marble top, Plumbing work (both), Gas connection, exhaust fan, electrical work, Matt finish paint etc.	01	Job	182000	182000
03	Removing of existing Damage water tank, Replacement new Water Tank. With plumbing works.	01	Job	58000	58000
04	Removing of existing damaged wooden cladding on columns. Making new treatment on columns. As approved design.	01	Job	56000	56000
05	Providing & Fixing of Kitchen Cabinet's, Lamination board structure, pvc edges. (i) Lower portion cabinet's. (ii) Upper portion cabinet's.	16 26	Sft Sft	2000 2500	32000 65000
06	Dismantling of existing Bath room with block masonry, sanitary wares, pipe lines etc. Removing debris to said location.	01	Job	9000	9000
07	Masonry work, as repairing of dismantled edges, Tile fixing on dismantled floor.	01	Job	12000	12000
08	Laying of imported Glossy tiles, 12" x 12", on wall between upper cabinets & Granite top.	20	Sft	300	6000
09	Laying of Granite top at cabinet top, with fixing.	15	Sft.	1500	22500

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10	Applying 3coats Matt finish paint, Repairing of Cracks, Seepage surface, Scraping, applying primer, putty and lappy filling.	900	No.	30	27000
11	Dismantling & Removal of following items from 2 bath rooms & open area, as ; Existing tiles, (floor & walls), Commode, W.C., Flush tank, 2 Wash basin, S.S. Sink, existing plumbing pipes lines &accessories etc., with removing debris to said place.	Job	L.S.	9000	9000
12	Laying of Ceramic tiles 12" x 12" (walls), 6'high, 12" x 12" (floor), Master or equivalent, by using approved bonding material.	Sft	410	230	94300
		Sft	90	230	20700
TOTAL				795,100	

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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 & Maintenance Work 3 - Governor's Secretariat
- 4) TENDER NUMBER GS/Accts/3-26/2017-18 Dated 09-03-2018
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work 3 - Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 0.572 (M)
- 8) ENGINEER'S ESTIMATE 0.572 (M)
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 20 Days
- 10) TENDER OPENED ON (DATE & TIME) 27-03-2018 at 2.00 p.m.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Sherjan Moosakhel & Sons
- 16) CONTRACT AWARD PRICE 570,140/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
570,140/- M/s Sherjan MoosaKhail & Sons
596,280/- M/s Shamsheer Khan & Company
606,250/- M/s SMK Constructions

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 No

21) ADVERTISEMENT :

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

Yes Sr. No. 37228 09-03-2018
No

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

Yes
No No

22) NATURE OF CONTRACT

Domestic/Local Int.

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

Yes No

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

Yes No

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

Yes No

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes No

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

Yes No

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes No

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

Yes No

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach 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 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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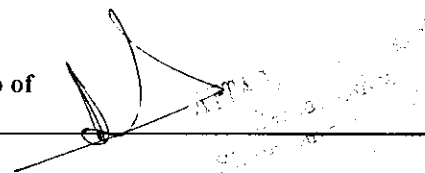
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input 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



FOR OFFICE USE ONLY

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 & Maintenance Work 2 - Governor's Secretariat
- 4) TENDER NUMBER GS/Acctts/3-26/2017-18 Dated 09-03-2018
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work 2 - Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 0.622 (M)
- 8) ENGINEER'S ESTIMATE 0.622 (M)
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 20 Days
- 10) TENDER OPENED ON (DATE & TIME) 27-03-2018 at 2.00 p.m.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Sherjan Moosakhel & Sons
- 16) CONTRACT AWARD PRICE 620,844/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
- | | |
|------------------|--|
| <u>620,844/-</u> | <u>M/s Sherjan MoosaKhail & Sons</u> |
| <u>642,640/-</u> | <u>M/s Shamsheer Khan & Company</u> |
| <u>662,590/-</u> | <u>M/s SMK Constructions</u> |

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. 37228	09-03-2018
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 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"/>
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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 checked="" type="checkbox"/>	No	<input 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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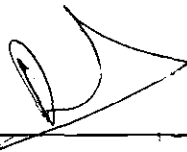
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input 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



FOR OFFICE USE ONLY

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 & Maintenance Work 1 - Governor's Secretariat
- 4) TENDER NUMBER GS/Accts/3-26/2017-18 Dated 09-03-2018
- 5) BRIEF DESCRIPTION OF CONTRACT Repair & Maintenance Work 1 - Governor's Secretariat
- 6) FORUM THAT APPROVED THE SCHEME Government of Sindh
- 7) TENDER ESTIMATED VALUE 0.798 (M)
- 8) ENGINEER'S ESTIMATE 0.798 (M)
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 20 Days
- 10) TENDER OPENED ON (DATE & TIME) 27-03-2018 at 2.00 p.m.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT Yes
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Sherjan Moosakhel & Sons
- 16) CONTRACT AWARD PRICE 795,100/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
795,100/- M/s Sherjan MoosaKhail & Sons
826,340/- M/s Shamshe Khan & Company
927,980/- M/s SMK Constructions

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

- a) SINGLE STAGE -- ONE ENVELOPE PROCEDURE Yes Domestic/ Local
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- c) TWO STAGE BIDDING PROCEDURE No No
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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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i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	Sr. No. 37228 09-03-2018
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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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

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)

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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.)

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No	No

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

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(If yes, enclose a copy)

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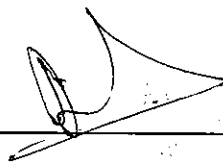
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Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

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 Khan & 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 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.

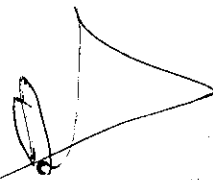
10 Validity

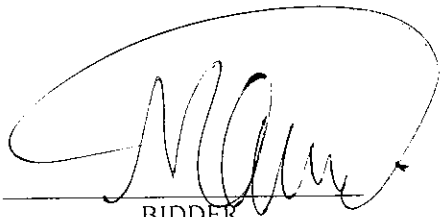
10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

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.

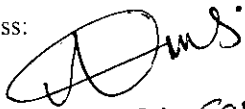
We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.


The Parties hereby sign this Integrity pact at 24th April on 2018


EMPLOYER



BIDDER


Witness:


42301-3675956-5
1. Amar Raj


42301-2418311-7
2. M. Yaseen

Witness:


1. Nojwan -uz- Zaman


2. Nasir Khan

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 Khan & 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 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

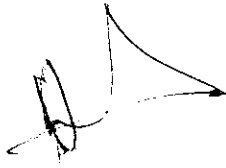
- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

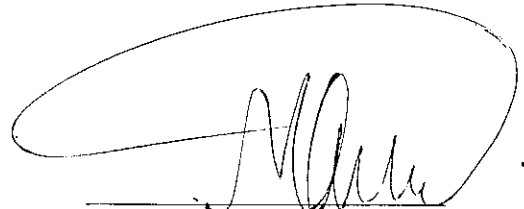
- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In 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.

The Parties hereby sign this Integrity pact at 24th April on 2018

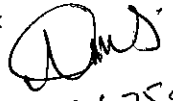


EMPLOYER



BIDDER

Witness:



42301-3675956-5

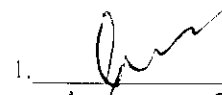
1. Amar RAJ



42301-2418311-7

2. M. Yaseen

Witness:



1. Najim ul Zaman



2. Nasir Khan

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 Khan & 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 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.

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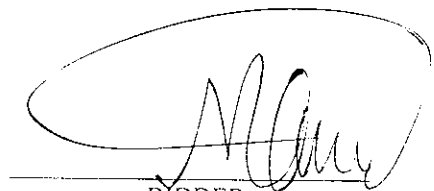
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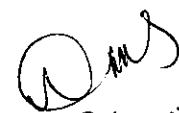
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EMPLOYER

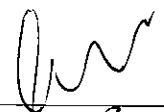

BIDDER

Witness: 
42301-3675956-5

1. AMAR RAJ


42301-2418311-7

2. M. Yaseen

Witness: 
1. Najam-uz-Zaman

2. Nasir
Nasir Khan