SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

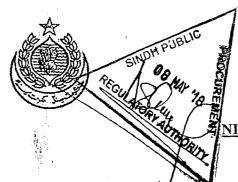
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT. Planning 1 Development Department	
.2)	PROVINCIAL/LOCAL GOVT/OTHER Provincial	
3)	TITLE OF CONTRACT Porchale of Furniture for style of RITOffice	نو
4)	TENDER NUMBER SO (Admin) 1) (PD) 2 (176) 18 in the language	R
5)	BRIEF DESCRIPTION OF CONTRACT Purchase of furniture lightous day of the	_
6)	FORUM THAT APPROVED THE SCHEME VENTON WORLD	
7)	TENDER ESTIMATED VALUE	
8)	ENGINEER'S ESTIMATE (For civil works only)	
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	
10)	TENDER OPENED ON (DATE & TIME) OS-04-2018 3.30 Pm	
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	
12)	NUMBER OF BIDS RECEIVED 69	
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDSO_	
14)	BID EVALUATION REPORT (Enclose a copy)	
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER CENTRON F Nen PYSEN 11-(16/2)	
16)	CONTRACT AWARD PRICE $0.239,000$ ~ 2	
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).	
·:		
18)	METHOD OF PROCUREMENT USED : - (Tick one)	
	a) & SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic/ Local	
	b) SINGLE STAGE – TWO ENVELOPE PROCEDURE	
	c) TWO STAGE BIDDING PROCEDURE	
	d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE	
	PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.	
•	EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:	

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT	Chaymen RdD, Board
20) WHETHER THE PROCUREMENT WAS INCLUDED IN AN	
	Yes No
21) ADVERTISEMENT:	
i) SPPRA Website (If yes, give date and SPPRA Identification No.)	SPPRA S# 37382.
No	
ii) News Papers (If yes, give names of newspapers and dates) Yes	Ruines Konder Whi 24/3/18 Janes 25/3/18 Lauren 25/3/18
No	1
22) NATURE OF CONTRACT	Domestic/ Local Int.
23) WHETHER QUALIFICATION CREEK WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)	Yes No V
	163
24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)	Yes L No
25) WHETHER APPROVAL OF COMPETENT AUTHORITY W METHOD OTHER THAN OPEN COMPETITIVE BIDDING	AS OBTAINED FOR USING A Yes No
26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDE	Yes No
27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVAL BID / BEST EVALUATED BID (in case of Consultancies)	UATED Yes No
28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICA COMPLIANT?	LLY Yes No
29) WHETHER NAMES OF THE BIDDERS AND THEIR QUO	OTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?	Yes No No
30) WHETHER EVALUATION REPORT GIVEN TO BID	DERS BEFORE THE AWARD OF
CONTRACT? (Attach copy of the bid evaluation report)	Yes No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN T (If yes, give details)	THE TE	NDER NOTICE / DOCUMENTS
(22, 400, 82.10 000000)	Yes	
	No	
33) WAS THE EXTENSION MADE IN RESPONSE TIME?		
(If yes, give reasons)	Yes	
	No	
34) DEVIATION FROM QUALIFICATION CRITERIA		
(If yes, give detailed reasons.)	Yes	
	No	
AND THE ADDITIONAL PROPERTY OF THE PROPERTY OF	L	
35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED?	IHAI	Yes No Yes
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF VISI	PROCI	JREMENT? IF SO, DETAILS TO
(If yes, enclose a copy)		Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON MOR	Naza	TEN ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?		Yes No
38) SPECIAL CONDITIONS, IF ANY	Γ	
(If yes, give Brief Description)	Yes	
	No	
Signature & Official Stamp of Authorized Officer AN SIBTALL		
Section Officer (Admin-		
FOR OFFICE USE ONLY ### Some control of Sindh, Karach.		
<u> </u>		

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



GOVERNMENT OF SINDH PLANNING & DEVELOPMENT DEPARTMENT

MINUTES OF THE PROCUREMENT COMMITTEE CONSTITUTED FOR IMPLEMENTATION OF ADP SCHEME NO.1959 OF 2017-18

Procurement Committee constituted for ADP Scheme No.1959 of 2017-18 titled "Strengthening & Restructuring of Research & Training Wing, P&D" assembled on 05.04.2018 at 3.30 p.m. in the Office of the Additional Secretary (Admn)/Chairman of Procurement Committee for opening of Bids received in respect of NIT "Purchase of Furniture & Fixture for office of Research & Training Wing, P&D".

- 2. Following attended the meeting (Annexure-I):
 - (i) Mr. Muhammad Ali Khoso, Addl. Secy (Admn), P&D Chairman
 (ii) Mr. Saeed Nizamani, Procurement Specialist, MEC (P&D) Member
 (iii) Mr. Mussarat Mukhtar, Dy. Director, Industries Deptt.GoS Member
- 3. Representative/Owners of the Firms, which offered Bids, also attended the Bid opening (Annexure-II).
- 4. After opening the Bids, Procurement Committee performed pre-screening on Yes/No Basis to determine the substantial responsiveness of each bid as per instructions contained in Rule 46(1)(a) of SPPRA Rules, 2010. Four (04) bids were received in total and all were found Responsive. (Annexure-III).
- 5. Subsequently, the PC went through the financial proposal and read out aloud the bids quoted by the Bidders. The Chairperson of the PC encircled the rates and all the Members of Procurement Committee signed each and every page of the Financial proposal.
- 6. It was decided that Procurement Committee would meet again for evaluation of bids as per specifications provided in the BOQ.

Meeting ended with a vote of thanks to and from the chair.

(Mussarat Mukhtar)
Dy. Director/Member P.C
Industries Deptt.GoS/Member

(Saeed Nizamani)

Procurement Specialist /Member P.C. Montoring & Evaluation Cell (P&D)

(Muhammad All-Khoso)

Addl Secretary (Admn)/Member P.C. Planning & Development Deptt.

ELIGIBILITY CRITERIA PRE-SCREENING ON YES / NO BASIS TO DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BIDDER PURCHASE OF FURNITURE & FIXTURE FOR OFFICE OF RESEARCH & TRAINING WING, P&D **DEPARTMENT**

		38.7.1. Fe			RE	QUISITES	Estate and the second s		A Francisco	- 1
SR.	Bidder Name	Bid is properly signed, named & stamped by the authorized person or written with lead pencil.	Bid received within the specified due date and time	Rs.100/- stamp paper affidavit declaring that the bidder has never been black listed in any Government, Semi-Government or Private institute is attached	Bidder is an Active Tax Payer.	The NTN/Sales Tax registration certificate is attached.	Validity of bid offer is clearly mentioned and as per specified period.	Bid offer is unconditional	Authorize d Dealership Certificate	Bid Security of required amount and form
		1	2	3	4	5	6	7	8	9
l	M/s. Rehman Enterprises	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	Yes
2	M/s. Mehran Traders	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	Yes
3	M/s. Protech	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	Yes
4	M/s. S-D-S Brothers	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	Yes

APPROVED BY PROCUREMENT COMMITTEE

	Name	Designation	Department Signature
01.	Mr. Muhammad Ali Khoso	Additional Secretary (Admn) / Member	P&D Department
02.	Mr. Musarrat Mukhtar	Deputy Director (Inspection) / Member	Industries Deptt.
03	Mr. Saeed Nizamani	Procurement Specialist / Member	M&EC, P&D



GOVERNMENT OF SINDH PLANNING & DEVELOPMENT DEPARTMENT

NIT No.SO(Admn-I)/(P&D)/12(176)Furniture & Fixture/2018 SPPRA I.D.No.2147483647 SPPRA S.No.37383

MINUTES OF THE PROCUREMENT COMMITTEE CONSTITUTED FOR IMPLEMENTATION OF ADP SCHEME NO.1959 OF 2017-18

A meeting of the Procurement Committee constituted for ADP Scheme No.1959 of 2017-18 titled "Strengthening & Restructuring of Research & Training Wing, P&D" was held on 10th April, 2018 at 3.30 p.m. in the office of the Additional Secretary (Admn) / Chairman, P.C for evaluation of Bids which were declared 'Responsive' in the meeting of Tender opening held on 05.04.2018 in respect of NIT "Purchase of Furniture & Fixture for office of Research & Training Wing, P&D Department".

2. Following attended the meeting (Annexure-I):

(i) Mr. Muhammad Ali Khoso, Addl. Secy (Admn), P&D Chairman
 (ii) Mr. Saeed Nizamani, Procurement Specialist, MEC (P&D) Member
 (iii) Mr. Mussarat Mukhtar, Dy. Director, Industries Deptt.GoS Member

3. The PC went through the technical specification of the bids as per BOQ and financial proposal furnished by the four (04) responsive Bidders Firms.

4. The PC found the rates quoted by M/S. Rehman Enterprises i.e. Rs.2,239,000/- as lowest, reasonable and comparable to the Market and recommended that lowest bidder may be awarded contract. Bid Evaluation Report and Financial Comparative Statement of Responsive Bids are at Annexure-II and III.

5.

Meeting ended with a vote of thanks to and from the chair.

(Mussarat Mukhtar)

Dy. Director/Member P.C Industries Deptt.GoS/Member

(Saeed Nizamani)

Procurement Specialist /Member P.C. Monttering & Evaluation Cell (P&D)

(Muhammad Ai Khoso)

Addl Secretary (Admn)/Member P.C. Planning & Development Deptt.

BID EVALUATION REPORT

11. Name of Procuring Agency : Planning & Development Department, Govt. of Sindh, Karachi

02. Tender Reference No. : NIT NO.SO(Admn-I)/P&D/12(176)Furniture & Fixture/2018

03. Tender Description / Name of work / Item : Purchase of Furniture & Fixture for Office of R&T Wing, P&D Department

04. Method of Procurement : Single Stage-one envelope

05. Tender Published : 24-03-2018

: SPPRA ID No. 2147483647

S.No. <u>37383</u>

06. Total Bid documents sold : 06 No.

07. Total Bids Received : 04 No.

08. Technical Bid Opening date (if applicable) :

09. No. of Bid Technically qualified (if applicable) : ___

10. Bid(s) Rejected : __

11. Financial Bid Opening date : 05-04-2018

BID EVALUATION REPORT:-

Sr. No.	Name of Firm/Person	Items	Total Cost offered by the bidder	Ranking in Terms	Comparison with estimated cost	Reasons for acceptance / rejection	Remarks
01	M/S. Rehman Enterprises	BOQs enclosed	Rs.2,239,000/-	01	Within estimated cost	Lowest	Lowest & Reasonable
02	M/S. Mehran Traders	BOQs enclosed	Rs. 2,456,890/-	02	Within estimated	Higher	
03	M/s. S.D.S Brothers	BOQs enclosed	Rs. 2,722,760/-	03	Within estimated cost	Higher	-
04	M/S. Protech	BOQs enclosed	Rs. 3,591,674/-	04	Above estimated	Highest	

APPROVED BY PROCUREMENT COMMITTEE

	Name	Designation	Department	Signature
01.	Mr. Muhammad Ali Khoso	Additional Secretary (Admn) / Member	P&D Department	Whenthe
02.	Mr. Musarrat Mukhtar	Deputy Director (Inspection) / Member	' Industries Deptt.	4
03.	Saeed Nizamani	Procurement Specialist / Member	MAEC, PAD 💝 🤝 🤝	المدارك

FINANCIAL COMPARATIVE STATEMENT OF RESPONSIVE BIDS

	PURCHASE OF FURNITURE & FIXTURE FOR OFFICE OF RESEARCH & TRAINING WING, P&D DEPARTMENT						
Sr. #	Item Description	Qty.	M/S. Rehman Enterprises	M/S. Mehran Traders	M/S. S.D.S Brothers	M/S. Protech	Remarks
01	BOQs enclosed		Rs.2,239,000/-	Rs.2,456,890/-	Rs.2,722,760/-	Rs.3,591,674/-	M/S. Rehman Enterprises is responsive & lowest evaluated bidder. The rates offered are within the provision kept in the Budget Allocation.

APPROVED BY PROCUREMENT COMMITTEE

	Name	Designation	Department	Signature
01.	Mr. Muhammad Ali Khoso	Additional Secretary (Admn) / Member	P&D Department	John His
02.	Mr. Musarrat Mukhtar	Deputy Director (Inspection) / Member	Industries Deptt.	H
03	Mr. Saeed Nizamani	Procurement Specialist / Member	M&EC, P&D	



GOVERNMENT OF SINDH PLANNING & DEVELOPMENT DEPARTMENT

NOTIFICATION

NO: SO(ADMN-I)(P&D)12(176)/2018: In pursuance of Rule-31 of Sindh Public Procurement Rules 2010, amended 2017 "Complaint Redressal Committee" for Research & Training for P&D and Human Resource Development (ADP No.1959) 2017-18 is hereby constituted with following composition/TORs:-

1	4/
1.0	

(<u>i)</u>	Secretary (Planning)	Chairperson
ii)	Representative of Office of Accountant General Sindh	Member
	An Independent professional from the relevant field concerning	
iii)	the procurement process in question, to be nominated by the	Member
	head of procuring agency	

Terms of Reference (TORs):-

- As provided under Rule-31 of SPPRA Rules 2010 amended in 2017 and to perform any other function ancillary and incidental to the above.

-MUHAMMAD WASEEM-CHAIRMAN, P&D BOARD SINDH

/ NO: SO(ADMN-I)(P&D)12(176)/2018:

Karachi Dated 12th February, 2018

A copy is forwarded for information & necessary action to:

- 1. The Director General, Research & Training Wing, P&D, Govt. of Sindh.
- 2. The Accountant General Sindh.
- 3. All Members of the Committee.
- 4. PS to Chairman P&D Board, Sindh, Govt. of Sindh.
- 5. PS to Secretary (Planning) P&D, Govt. of Sindh.
- 6. Master File.

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(IMRAN SIBTAIN

SECTION OFFICER (ADMN-I)

Ph: 021-99211926

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GOVERNMENT OF SINDH PLANNING & DEVELOPMENT **DEPARTMENT**

NOTIFICATION

NO: SO(ADMN-I)(P&D)12(176)/2018: In pursuance of Rule-7 of SPPRA Rules, 2010 (Amended 2017), the Government of Sindh is pleased to constitute a Works/ Non-Consulting Services Procurement Committee for implementation of ADP scheme titled "Research & Training for P&D and Human Resource Development (ADP No.1959) 2017-18" with the following composition/ TORs:

•	1	Additional Secretary (Admin), P&D	Chairman
~~{	2	Procurement Specialist, (MEC), P&D Department	Member / Secretary
,	3	Representative of Industries Department (Not Below the rank of BS-18)	Member

Terms of Reference:

- a. Preparing of Bidding Documents.
- b. Carrying out technical as well financial evaluation of the bids.
- c. Preparing evaluation report provided in Rule-45.
- d. Making recommendations for the award of contract to the competent authority.
- e. Perform any other function ancillary and incidental to the above.

-MUHAMMAD WASEEM-CHAIRMAN, P&D BOARD SINDH

NO: SO(ADMN-I)(P&D)12(176)/2018:

Karachi Dated 12th February, 2018

A copy is forwarded for information & necessary action to:-

- 1. The Chairman/all Members of Committee.
- 2. The Secretary to Government of Sindh, Industries & Commerce Department, Karachi.
- 3. Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- 4. P.S. to Chairman P&D Board Sindh, Karachi.
- 5. P.S. to Secretary (Planning) P&D Deptt, Govt. of Sindh, Karachi.

6. Master File.

(IMRAN SIBTAIN)
SECTION OFFICER (ADMN-I)

ATTENDANCE SHEET

NIT under ADP Scheme No.1959 of 2017-18 titled "Revitalization and Restructuring of Research & Training Wing, Planning & Development Department"

- I. Procurement of 50 KVA Generator with Installation.
- II. Purchase of Furniture & Fixture
- III. Purchase of Hardware
- IV. Plant & Machinery (Purchase of Photocopiers and other items)
- V. Renovation of Offices
- VI. Plant & Machinery (Purchase of "Conference System and Multimedia")

Technical / Financial Bid Opening on 05th April, 2018 at 3.30 p.m

LIST OF PARTICIPATING FIRMS

S.NO	NAME OF FIRM	CONTACT NO.	SIGNATURE	
01.	TECHSYS 200 OMTON B	Numi) 0333-21619	16.	2
02.	Universal Business Equipment (Pri)E (Ahmed Kamed)	D 0811-0083818	Alma	
03.	S.D.S. Boothers	0312-1040183	Washington .	
04.	MM Corporation	0331-2452862	A A A S	
05.	Shings Tronding OSABUSINES (FIL) UN REHMAN ENTERPRISES	0304-2276213	fail.	
06.	08 ABUSINES (PIL) Yd	03452008714	100	
07.	REHMAN ENTERPRISES	03002112773	fami	
08.	Qureeli Enterprises	0333-3601773	A.	
09.	Allied Enfineering	0332-3765059	Sahm.	
10.	Mascombe Business Johntin	03332304212	haha	•
11.	MJ. Nazir Enter prises.	03002539016	Mansu	Tiy
12.	M/3 Usonan Onforming	0345-2831261.	Wind in the second	
13.	Sharp (213P) (sacho)	0340-037612	The state	^
14.	DROTECH (AG)	0336-0356811	Assolfick-	
15.	Amisco	0333-3969682	Ju.	

16.	SHARIFE Brothers. SHARIFE Brothers. OFFICE AUTOMOTION GROUP SADIO ROMO	03232310002	Lu
17.	SHARIF & Brothers.	03332406557	A)
18.	OFFICE AUTOMOTION GROUP	=301-2268562	A
19.	A) PO (CX 1) MARIE D		\
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NO.SO(Admn-I)/P&D/12(176)/2018 GOVERNMENT OF SINDH PLANNING & DEVELOPMENT DEPARTMENT

Karachi, dated the 23rd May, 2018

LETTER OF AWARD

To,

M/s. Rehman Enterprises, 11-G6/2, Nazimabad No. 2 Karachi. Cell# 0300-2112773

SUBJECT: - NIT: REF: SO (Admin-I)(P&D)12(176)/Furniture & Fixture/2018, Dated 24.03.2018---SPPRA Sr. 37383--- Purchase of Furniture & Fixture for of Office of R&T Wing.

I am directed to refer to the above mentioned subject and to inform that your Bid in respect of items (Annexure-A) has been declared as lowest evaluated successful bid by Procurement Committee notified for tender titled "Purchase of Furniture & Fixture for Office of R&T Wing".

- 2. In this context, the Competent Authority has accorded the approval for the award of contract to your firm bid price amounting to Rs.2,239,000/- (Two million Two hundred Thirty-Nine thousand only) for above mentioned items on the terms and conditions already elaborated in the subject tender bidding documents.
- 3. The aforementioned amount is the Contract Price payable in consideration of the execution and completion of service as prescribed in the Contract documents.
- 4. You are required to confirm your unqualified acceptance to this Letter of Award, the Draft Contract Agreement Pact is attached with this letter for you perusal. If the terms & conditions of Draft Contract Agreement are acceptable to you then please send your authorized Representative to this office along with Judicial stamp paper amounting 0.35% of total bid amount for execution of formal contract Agreement.
- 5. Kindly acknowledge this letter of Award as token of your acceptance. This issues with the approval of Competent Authority.

(IMRAN SIBTAIN) SECTION OFFICER (ADMN-I) Ph: 021-99211926

CC:

- The PS to Chairman, P&D Board, Sindh.
- The PS to Secretary (Planning), P&D.



EHMAN ENTERPRISES

RINTERS, STATIONERS & GENERAL ORDER SUPPLIERS

Ref	Dated: 28 05 2018
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The Section oficer (Admin-1) Planning and Development Department, Government of Suidh, Karachi.

Subject: Accepatance à Letter à Award à contract à purchase à Furniluie and Fixture for office à R&Twing

Dear Sir,

In persuance of letter NO 50 (Admin-1) P&D 12(176)2018 Dated 23/05/2018 for the purchase of Furniture and Finture for office of R&T using as desired in the above cited letter.

It is further inform you that the supplies of Friendie and Fisher is completed with in the time given in the leins and condition of the contract

REHMAN ENTERPRISES

PROPRIETOR



REHMAN ENTERPRISES

PRINTERS, STATIONERS & GENERAL ORDER SUPPLIERS

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Dated:	
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AHE.

NIT NO.SO(Admn-H/P&D/12(176)Furniture & Fixture/2018

Dated:- 05-04-2018

To:

Section Officer (Admn),
Planning & Development Department,
2nd Floor, Room No. 314-A,
Sindh Secretariat No. 2, (Tughlaq House),
Karachi.

Purchase of Furniture & Fixture for Office of Research & Training Wing, Planning & Development Department, Government of Sindh, Karachi

Part C: Bill of Quantities (BOQs) and Technical Specifications

Sr.#	Description	Warranty	Qty	Rate per Unit	Total
1.	 Visitors Chairs MS pipe with chrome, cushions in ply frame with leatheright 	l year	50	10,000	500,000/-
2.	 Executive Tables MDF lasani with OAK ply pasting with lacker polish, Oak wood edges with side racks. 	l year	6	30,000	180,000/-
3.	Staff Tables MDF lasani with lacker polish.	1 year	10	20,000	200,000/-
4.	Computer Chairs Revolving chairs with arm cushions in leatheright.	l year	20	8,000	160,000/-
5.	 Computer Table 3x2 size MDF lasani with lacker polish 	1 Year	20	12,000	240,000/-
<u>.</u> 6.	Curtains/Windows Blinds Wood blinds in imported material	l year	30	10,000	300,000/-

REHMAN ENTERPRISES

PROPRIETOR

A ALAMA

ll-G6/2, Nazimabad No. 2 Karachi. Cell: 03002112773

Email: danishjaved13@gmail.com



REHMAN ENTERPRISES

PRINTERS, STATIONERS & GENERAL ORDER SUPPLIERS

Ref.

Dated:

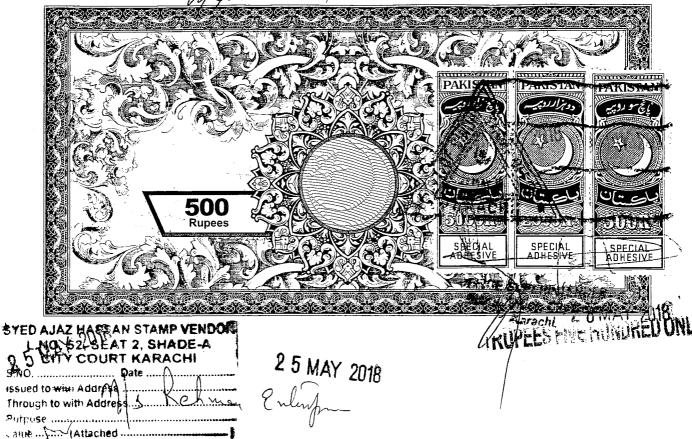
					15 B	
7.	•	Black Executive Leather Chairs Revolving Chair high back with leatheright cushions	l Year	06	11,500	69,000/-
8.	•	Office Recline Chairs Small-revolving chairs low back cushions in leatheright	l Year	20	7,000	140,000/-
9	=	Sofa Set Partal wood structure and cushioning in foam with leatheright	1 Year	06	25,000	150,000/-
10.	•	Wooden File Cabinet MDF lasani with lacker polish	1 Year	20	12,000	240,000/-
Total			4			2.239.000/-

M.

REHILLA ENTERPRISES

PROPRIETOR

797487 Soft 750/-



Contract Agreement

THIS AGREEMENT made this 28th day of May, 2018 between Planning & Development Department, Govt. of Sindh, Karachi (hereinafter called "the Procuring Agency") of the one part and M/S. Rehman Enterprises, Office/Interior Decorator & General Order Suppliers, (hereinafter called "the Supplier/Contractor") of the other part:

WHEREAS the Procuring agency invited bids for Purchase of Furniture & Fixture for Office of R&T Wing (detail in Annexure-A) and has accepted a bid by the Supplier/Contractor for the Furniture & Fixture of offices in the sum of Rs. 2,239,000/- (Rupees Two million Two hundred and Thirty-Nine thousand only) (hereinafter called "the Contract Price") initially for a period of 06 months as per same terms & conditions of this contract agreement after mutual consent.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The BOQ and Technical Specifications;
 - (d) The Conditions of Contract;

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- (e) The Procuring agency's Notification of Award.
- 3. In consideration of the payments to be made by the Procuring agency to the Supplier/Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring agency to provide the

IN WITNESS whereof the parties hereto have caused this 'Agreement to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of the PA (Client)

Signed by

Name Imran Sibtain

Section Officer

Title: Planning & Development Department

CNIC NO <u>42101-1541753-3</u>

(Seal)

For and on behalf of the PA (Consultant)

Signed by

Name Danish Javed

Title: Rehman Enterprises

CNIC NO 42101-4475486-9

(Seal)

Witness for the PA

Signed by

Name Shehryar Memon

Junior Clerk

Title: Planning & Development Department

CNIC NO 42301-3581810-3

Witness for the Consultant

Signed by

Name Sikandar

Title:

CNIC NO 42101-4464688-9

Terms & Conditions of Contract

1. Basic Information:

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier/Contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier/Contractor is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "CC" means the Conditions of Contract contained in this section.
- (f) The Procuring agency means: Planning & Development Department, Government of Sindh, Karachi, Sindh, Karachi, Pakistan.
- (g) The Supplier/Contractor means: M/s. Rehman Eperprises/ Interior Decorate & General ZONOTO LE SHOH À supplies.

(1) The address for house a onior commission are as ander.

Procuring Agency's address for notice purposes:

Section Officer (Admn-I)
Planning & Development Department,
Government of Sindh. Room# 314-A,
2nd Floor, Sindh Secretariat No.2,
(Tughlaq House), Karachi.
Tel. No. 021-99211926, Fax:No. 021-99211423
Email: secpndsindh@gmail.com

Supplier's/Contractor address for notice purposes:

Supplier: Ms. Rehman Enterprises
Attention: Danish Javed
Address: 11-G6/2, Nazimabad No. 2, Karachi
Facsimile: 0300-2112773
E-mail: danishjaved13@gmail.com

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2. Technical Specifications

The Work & Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3. Use of Contract Documents and Information:

The Supplier/Contractor shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4. Patent Rights

The Supplier/Contractor shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

5. Performance Security

- i. Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security at the rate of 10% of the total quoted bid amount.
- ii. The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- iii. The performance security should be in the shape of a pay order (refundable) in Pak Rupees issued by a State Bank of Pakistan Scheduled Bank drawn in favor of Section Officer (Admn), P&D Deptt, Government of Sindh.
- iv. Validity of performance security shall extend at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by Procuring Agency.
- v. The performance security will be discharged by the Procuring agency and returned to the Supplier/Contractor not later than thirty (30) days following the date of completion of the Supplier's/Contractor performance obligations under the Contract, including any warranty obligations.

6. Delivery Location

- i. Execution of the work & services shall be made by the Supplier/Contractor in accordance with the Schedule of Requirements and the specified terms & conditions mentioned in bidding documents.
- ii. The Supplier under the Contact is required to provide Services on following office location(s):

Address

Mezzanine Floor-1 Fayyaz Centre, 3-A, SMCHS, Shahra-e-Faisal, Karachi Tel. No. 021-99211926,

Fax:No. 021-99211423

Email: secpndsindh@gmail.com

7. Inspections and Tests

- i. The Procuring Agency or its representative shall have the right to inspect and/or to test the material / services to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency.
- ii. The inspections and tests may be conducted at point of Work place. If conducted on the premises of the Supplier/Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- iii. Should any inspected or tested Work fail to conform to the standard mentioned in specification, the Procuring agency may reject the Work, and the Supplier/Contractor shall either replace the rejected Work or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- iv. The Procuring Agency's right to inspect, test and, where necessary, reject the Work and Services after the Work done.
- v. The Work carried out by the Supplier/Contractor shall be accepted only after Inspection Team clearance report that is nominated by the Secretary (Planning), P&D Department, Government of Sindh.
- vi. In case, Work & Services fail to conform to the attached BOQs/Specifications, the Procuring Agency may reject the subject Work & Services and the Contractor shall rectify/replace the faulty Work & Services free of cost immediately. The Procuring Agency shall only accept the Work & Services after they have been duly inspected by its Inspection Team in the presence of the Bidder.

8. Packing

The Contractor/Supplier shall carry out work as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the work final destination and the absence of heavy handling facilities at

10. Incidental Services

The Contractor/Supplier will be required to provide all of the following services free of cost:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier/Contractor of any warranty obligations under this Contract; and

11. Warranty

- i. The Contractor/Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further provide warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods/executed works in the conditions prevailing in the country of final destination.
- ii. The Procuring Agency shall promptly notify the Contractor/Supplier in writing of any claims arising under this warranty.
- iv. Upon receipt of such notice, the Contractor/Supplier shall, within 14 days replace the defective Goods or parts thereof, without costs to the Procuring agency. This opportunity will be provided only once.
- v. If the Contractor/Supplier, having been notified, fails to remedy the defect(s) within 14 days from the date of communication, the Procuring agency may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

12. Payment terms & conditions

- i. The Payment shall be made in Pak. Rupees to the Supplier on receipt of original invoice(s) including those of GST in triplicate duly completed in all respect and Goods/Works carried out Receiving & Inspection Report (GRIR) duly signed by the Inspection Team nominated by the Secretary (Planning), P&D Department, Government of Sindh.
- ii. Part payment against part work/supply is allowed.
- iii.100% payment to be made on the proof of inspection certificate (Annexure-I) issued by Procuring Agency to Accountant General-Sindh, Karachi.
- iv. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- v. Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

13. Change Orders

The Procuring agency may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (h) The method of shinment or nacking

14. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

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15. Delays in the Supplier's/Contractor Performance

- i. Delivery of the Goods and performance of Services shall be made by the Contractor/Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- ii. If at any time during performance of the Contract, the Supplier/Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- iii. Except as provided under Force Majeure clause, a delay by the Contractor/Supplier in the performance of its delivery obligations shall render the Contractor/Supplier liable to the imposition of liquidated damages as pursuant to given below unless an extension of time is agreed upon without the application of liquidated damages.

16. Liquidated Damages

If the Contractor/Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the following percentage of the delivered price of the delayed Goods or unperformed Services for each week i.e.

[Applicable rate shall not exceed one-half percent (0.5%) per week and the maximum shall not exceed ten percent (10%) of the Contract Price.]

17. Termination for Default

The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) If the Supplier/Contractor fails to deliver/execute any or all of the Goods within the period(s) specified in the Contract, or
- (b) If the Supplier/Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier/Contractor, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes
- "Collusive practice" among Bidders (prior to orgafter bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the

- i. The Supplier/Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier/Contractor and not involving the Contractor/Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the Contractor/Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination for Insolvency

The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier/Contractor if the Supplier/Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier/Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

20. Termination for Convenience

The Procuring Agency, by written notice sent to the Contractor/Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Contractor/Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes

- i. The Procuring Agency and the Contractor/Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor/Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Complaint Redressal Committee (CRC) as defined in SPP Rules 2010 (Amended 2013).
- iii. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. Taxes and Duties

Supplier/Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

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