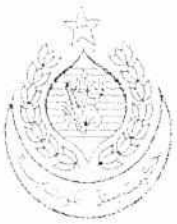


021-34382292-3

021-34382294



DIRECTOR

DIRECTORATE OF HUMAN RIGHTS GOVERNMENT OF SINDH

Karachi dated the 24th May 2016

To

M/s Sindh Traders
Flat No: A 302/2 Simbeka, App
Block: 9 Gulistan-e-Johar
Karachi.

SUBJECT: Contract Award Letter/Letter of Acceptance : Distribution of Free Hearing Aid

Directorate of Human Rights is pleased to advise that you are the selected proponent for award to the above-noted procurement process.

Enclosed please find (2) copies of the Agreement for your signature. Please return all copies of the executed Agreement to the address set out above within fifteen (15) calendar days of receipt of this notice:

Failure to provide remaining performance security pay order to favour of Directorate of Human Rights within the specified timeline may result in the rescission of your selection in accordance with the rules of this procurement process.

Following execution of the Agreement Sindh Traders, one original signed copy will be returned to you for your records.

- (a) the Agreement signed by both parties is returned to the selected proponent, and
- (b) written permission is expressly given to the Supplier by Directorate of Human Rights Representative to begin work under the Agreement.

If you have any questions concerning this process, please contact 021-34382292-3

Sincerely


(Sikandar Ali Mashori)
24/5/16

DIRECTORATE OF HUMAN RIGHTS
GOVERNMENT OF SINDH

Schedule of Requirements

KA5756 Directorate of Human Rights Karachi

A09404 "Medical and Laboratory Equipment"

| S.N | Description | Quantity | Cost @ of per items including All Tax | Total including Tax | amount All |
|-----|---|----------|---------------------------------------|---------------------|------------|
| | <u>High quality Hearing Aids Branded</u> | | | | |
| | Peak OSPL 90(dB SPL) 133 dB | | | | |
| | HFA OSPL 90(dB SPL) 123dB | | | | |
| | Peak Gain(dB) 65 dB | | | | |
| | HFA Full on Gain(dB) 58 dB | | | | |
| | Total Harmonic Distort: | | | | |
| 1 | 500Hz(%) 3.0 | 2000 | 8700/- | 17400,000 | |
| | 800Hz(%) 3.0 | | | | |
| | 1600Hz(%) 1.0 | | | | |
| | EQ Input Noise(dB) 30 | | | | |
| | Battery Current(mA) 1.6 | | | | |
| | IEC-118-7/2005 (2cc-coupler) | | | | |
| | (Specification can be change accordingly patients require quantity) | | | | |

As required following pay order / demand draft is enclosed on account of earnest money:

No. 10004620681 dated 27/4/2016 Rs 348000/- drawn on

Bank Islamic Bank - Gulshan Branch

Bank / Stamp

Signature [Signature]

Name of firm Sindh Traders

NTN No: 1495912-7

Address Flat No 302/2 Surbeam

Appl. Block 9. Rustam-e-Johar

Tel No 0300-8310874

Seal **SINDH TRADERS**
Station Road Khairpur

SINDH TRADERS
Station Road Khairpur



Government of Sindh
Law Department

Karachi dated the 25th May 2016

Purchase Order

PO NO: DIR/HR/100/2015-16/H -4

PO Date: 25th May, 2016

Supplier:

M/s. Sindh Traders
Flat No. A 302/2 Sunbeam App.
Block, 9 Gulistan-e- Johaur Karachi
Phone: 0300-8310874

Ship to Location:

Directorate of Human Rights Govt. of Sindh
Fayaz Center Maizanine Floor A-3, SMCHS Main
Shahre-e-Faisal Karachi.
Phone: +92-21-34382292-3
Fax: +92-21-34382294

Delivery Required By:

Directorate of Human Rights
Govt. of Sindh, Karachi

Delivery Date:

Bill to Location:

Flat No. A 302/2 Surbeam App.
Block, 9 Gulistan-e- Johaur Karachi

Attention: Abrar Shoukat

We are informed to confirm the purchase order on behalf of Directorate of Human Rights
Government of Sindh as per details given below:-

| | Work with Description | Quantity | Work Delivery Required at | Cost @ of per item including all Tax | Total Amount Including all Tax |
|---|---|----------|---------------------------------|---|--------------------------------------|
| 1 | <u>A09404: Medical & Laboratory Equipment</u> High Quality Hearing Aids Branded (New sound) | 2000 | Karachi | 8700 | 17,400,000 |
| TOTAL AMOUNT : | | | | | 17,400,000 |
| OTHER DETAILS AS PER TENDER ENQUIRY/OFFER | | | | | |
| TOTAL VALUE IN WORDS RUPEES: ONE MILLION SEVENTY FOUR HUNDRED THOUSAND ONLY | | | | | |

Bid offered by the successful is the lowest than the estimated Cost, therefore
Procurement Committee agreed to increase quantity of items up to 10% to 15% terms of Rules16(e)
SPPAR,2010(Amended 2013)

| Sr. No | Work with Description | Quantity Air time | Work Delivery Required at | Cost @ of | Total Amount Including (GST) |
|--|--|----------------------|---------------------------------|-----------|------------------------------------|
| 1 | <u>A09404: Medical & Laboratory Equipment</u> High Quality Hearing Aids Branded (New sound) Less: Discount by Vender | 299 | Karachi | 8700 | 2,600,1300 -(1,300)- |
| TOTAL AMOUNT : | | | | | 2,600,000 |
| TOTAL VALUE IN WORDS RUPEES: TWO MILLION SIX HUNDRED THOUSAND ONLY | | | | | |
| Grand Total : TWENTY MILLION ONLY | | | | | 20,000,000/- |

Terms & Conditions:

10. The specification of the Hearing Aids is to be in accordance with your bid submitted for this purchase. Any deficiency in the item will be met by the supplier at no cost to Directorate of Human Rights Government of Sindh.
11. Invoice should be addressed to Director, Directorate of Human Rights, Govt of Sindh, and Karachi with the original invoice along with photocopy of this P.O and original Delivery Challan.
12. In case of delay attributable to supplier, the supplier shall become liable to penalties for breach of contract. Such penalties shall be levied at the rate of 0.25% of the total purchase order amount per day of delay from original delivery date. The above prices include all Govt applicable Taxes.
13. Directorate of Human Rights Government of Sindh reserves the rights to cancel/revoke this purchase order if delivery is not made within the delivery period.

[Signature]
28/3/16.
ASIF V. PAK M. F. V. S. (WORK)
SE. HRP. CHAIRMAN

COPY TO:

1. The Director Sindh Public Procurement Regulatory Authority, Govt of Sindh, Karachi.

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. Directorate of Human Righsts, Government of Sindh
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Sindh Porvincial
- 3) TITLE OF CONTRACT Purchase of Hearing Aid
- 4) TENDER NUMBER 4
- 5) BRIEF DESCRIPTION OF CONTRACT Relief for Sindh Deaf Poor People
- 6) FORUM THAT APPROVED THE SCHEME NON-Development Side
- 7) TENDER ESTIMATED VALUE 20,000,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) -
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 90
- 10) TENDER OPENED ON (DATE & TIME) 27-04-2016 at 1500 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 8
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 5
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 5
- 14) BID EVALUATION REPORT
(Enclose a copy) Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Sindh Trader Gulsitr-e- Jouhar Karachi
- 16) CONTRACT AWARD PRICE 17,400,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID) 1st

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE Yes ☐ Local
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

21) ADVERTISEMENT :

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

| | |
|-----|----------------------------|
| Yes | yes. 27487 dated 14-4-2016 |
| No | |

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

| | |
|-----|--|
| Yes | yes. Daily Down 108-03-2016, Daily Kawish 08-04-2016 Daily Jung 09-04-16 |
| No | |

22) NATURE OF CONTRACT

| | | | |
|-------------------|-------------------------------------|------|--------------------------|
| Domestic Local | <input checked="" type="checkbox"/> | Int. | <input type="checkbox"/> |
|-------------------|-------------------------------------|------|--------------------------|

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

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

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

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

| | | | |
|------------------|-------------------------------------|----|--------------------------|
| WERE READ OUT AT | | | |
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

30) WHETHER EVALUATION REPORT GIVEN TO BIDDER
CONTRACT?

| | | | |
|-----------------|--------------------------|----|-------------------------------------|
| RE THE AWARD OF | | | |
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |

(Attach copy of the bid evaluation report)

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"/> |
|-----|-------------------------------------|----|--------------------------|

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

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

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

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

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

| | |
|-----|----|
| Yes | |
| No | No |

Signature & Official Stamp of
Authorized Officer

[Signature] 26/5/16

FOR OFFICE USE ONLY

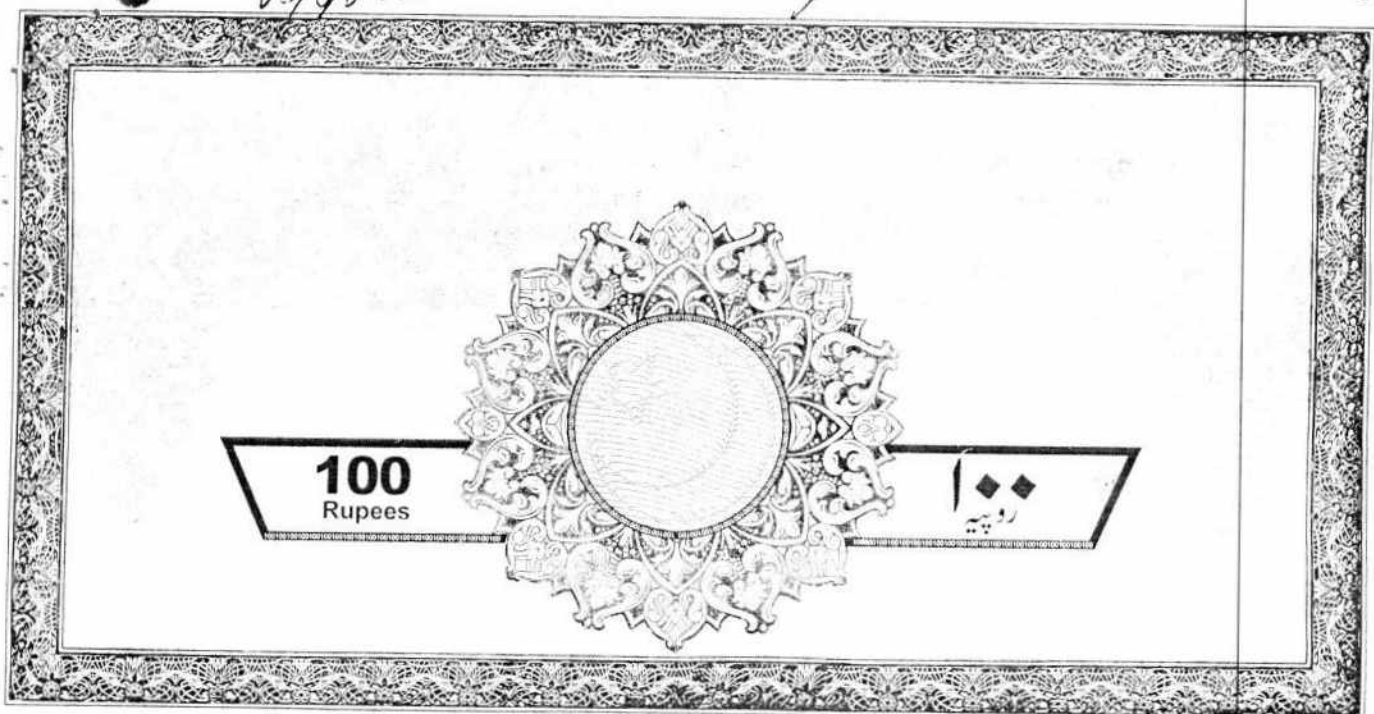
SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset



SNO 3972

Sindh Tradrs Karachi

10.6.15

AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 23rd day of May 2016 between Mr. Skindar Ali Mashori, Section Officer (HR), Directorate of Human Rights, Government of Sindh, Karachi, Mezzanine Floor 1, Fayaz Center, 3-A, SMCHS, Shahrah-e-Faisal, Karachi (hereinafter called the "Procuring Agency") of the one part and Mr. Abrar Shaikat, Proprietor, M/s. Sindh Tradrs, office situated at Flat No. 302/2 Sunbeam App: Block 9 Gulistan-e-Johaur, Karachi, (hereinafter called the "Supplier /Contractor") of the other part.


WHEREAS the Procuring Agency is desirous that certain goods and ancillary services a Supplies. Viz "Distribution of Free Hearing Aid" (under the Directorate of Human Rights, Government of Sindh by the Procurement Committee in its meeting held on 27.04. 2016) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs.20, 000,000/- (Rupees Twenty Million Only).

Now this Agreement witnessed as follows

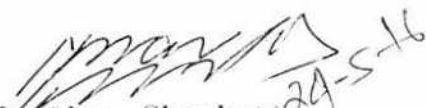
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating agenda, if any except those parts relating to Instructions to Bidders, Shall be deemed to form and be read and construed as part of this Agreement. Viz:
 - a) The Letter of Acceptance;
 - b) The Bid Form and the price Schedule submitted by the Bidder;
 - c) The special Conditions of Contract & Contract Data;
 - d) 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 Supplier/ contractor hereby covenants with the Procuring Agency to execute and complete the Supplies and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier/ Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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


(Sikandar Ali Mashori) 24/5/16.
Section Officer (HR)
Directorate of Human Rights

Signature of the Procuring agency


(Mr. Abrar Shaukat) 24-5-16
Proprietor: Sindh Trader

Signature of the Supplier/ Contractor

SINDH TRADERS
Station Road Khairpur



No. AD(CB)/SPPRA27484/15-16 / 1179-A
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT
REGULATORY AUTHORITY
Karachi Dated June 29 2016

The Section Officer (HR),
Law, Parliamentary Affairs & Human Rights Department,
Karachi.

SUBJECT: NIT REF NO. DIR/HR/100/2015-16/0 Dated 14.04.2016 (SR.NO 27487)

I am directed to refer to Contract Evaluation Report of the subject NIT received vide your letter No: DIR/HR/(100)/2015-16/116 Dated 27.06.2016 and to inform that as per SPPRA policy Integrity pact is required as per SPPRA Rule-89

2. It is therefore, advised to justify non-compliance of Rule-50 of SPP Rules, 2010 and provide above said documents / clarification / justification, immediately for further necessary action.

3. It may be noted that it is the sole responsibility of procuring agency to carry all the public procurement by observing SPP Rule, 2010 (Amended 2013), regulations and procedure in vogue. Non-compliance of Sindh Public Procurement Rules, 2010 (Amended 2013), shall render the case of procurement as 'Mis-procurement'.

Assistant Director (CB)

Copy forwarded for information to:

1. The Secretary to Government of Sindh, Law, Parliamentary Affairs & Human Rights Department, Karachi
2. The Staff Officer to the Managing Director, SPPRA Karachi

For 27/7
S.O. (DM)
28/7 DSCG
S.O. (HR) 29/7
29/7 Dir (H.R.)



The Section Officer (HR),
Law, Parliamentary Affairs & Human Rights Department,
Karachi.

SUBJECT: NIT REF NO .DIR /HR/100/2015-160/0Dated 14.04.2016(SR.NO 27487)

I am directed to refer to Contract Evaluation Report of the subject NIT received vide your letter No: DIR/HR/(100)/2015-16/116 Dated 27.06.2016 and to inform that as per SPPRA policy Integrity pact is required as per SPPRA Rule -89

2. It is therefore, advised to justify non-compliance of Rule-50 of SPP Rules, 2010 and provide above said documents / clarification / justification, immediately for further necessary action.

3. It may be noted that it is the sole responsibility of procuring agency to carry all the public procurement by observing SPP Rule, 2010 (Amended 2013), regulations and procedure in vogue. Non-compliance of Sindh Public Procurement Rules, 2010 (Amended 2013), shall render the case of procurement as 'Mis-procurement'.

Assistant Director (CB)

Copy forwarded for information to:

1. The Secretary to Government of Sindh, Law ,Parliamentary Affairs & Human Rights Department, Karachi
2. The Staff Officer to the Managing Director, SPPRA Karachi

57/7
AS (DM)
28/7
DST (G) 29/7
SO (HR) 29/7
Dis (H.R.)

8424
27.7.2016

So. 33249
24-7-16



SNO 3972
AMJAD ALI ANSARI
10.6.15

Sindh Traders Khairpur

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Date: 23/05/2016

Contract Number: _____
Contract Value: 20.00 Million
Contract Title: Medical & Laboratory Equipment

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

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

SINDH TRADERS certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

SIKANDAR ALI MASHORI
D.D. SECTION OFFICER
DIRECTORATE OF BUM. & C. AFFS
GOVERNMENT OF SINDH

SINDH TRADER

SINDH TRADERS
Khairpur