

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. Provincial Disaster Management Authority Sindh, Rehabilitation Department , GoS.
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT PDMA HEAD OFFICE BUILDING (TANANCY AGREEMENT)
- 4) TENDER NUMBER PDMA(S)/4(46)/2019
- 5) BRIEF DESCRIPTION OF CONTRACT HIRING OF PDMA HEAD OFFICE BUILDING RENTAL BASIS
- 6) FORUM THAT APPROVED THE SCHEME Chief Minister Sindh
- 7) TENDER ESTIMATED VALUE NOT APPLICABLE
- 8) ENGINEER'S ESTIMATE (For civil works only) NOT APPLICABLE
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 11 month (extendable)
- 10) TENDER OPENED ON (DATE & TIME) 13-03-2019_at 1300 hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 1
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 1
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 1
- 14) BID EVALUATION REPORT (Enclose a copy) Copy enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mr. Furkhan Ahmed Khan
- 16) CONTRACT AWARD PRICE Rs.454,410/- (per Month Rent including taxes)
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). First lowest
- 18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Yes 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 Director General, PDMA Sindh .

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 | PPMS I.D.# TO1155-18-0002 |
| No | |

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

| | |
|-----|--|
| Yes | Daily Dawn 23.02.19 Jang & Ibrat 26.02.2019 |
| 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 type="checkbox"/> | No | <input checked="" 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 type="checkbox"/> | No | <input checked="" 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 QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

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

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

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

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

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

Signature & Official Stamp of 
Authorized Officer AJAY KUMAR SEHWANI



FOR OFFICE USE ONLY

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

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No. PDMA (S) / 4 (46) / 2019 322
GOVERNMENT OF SINDH
REHABILITATION DEPARTMENT
PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)
BANGLOW NO: 82, LANE NO: 10, KHAYABAN-E-HILAL
DHA, PHASE -VI, KARACHI.
Phone: 021-99332701-2, Fax: 021-99332700,
Karachi, dated: 01th April, 2019

To,


Mr. Furqan Ahmed Khan (Through Rep M/s Real Property Solution),
Office No.2, Second Floor, Plot No.10-C,
Sunset Commercial Street No.2, Phase-IV, DHA,
Karachi,
Ph# 021-353197, 0333-2902602

Subject: AWARD OF CONTRACT FOR HIRING OF PDMA HEAD OFFICE BUILDING ON RENTAL BASIS.

Reference your bid submitted against NIT dated: 20th February, 2019 of this Authority for **HIRING OF PDMA HEAD OFFICE BUILDING ON RENTAL BASIS** according to the conditions mentioned in PDMA Tender Notice & Bidding Documents.

2. The Competent Authority has been pleased to award contract for **HIRING OF PDMA HEAD OFFICE BUILDING ON RENTAL BASIS** to your Self/ Representative company i.e. Mr. Furqan Ahmed Khan (through M/s Real Property Solution) as per bids offered inclusive of all applicable taxes on (Rs.81 per sq/ft x 5610 sq/ft)=Rs.454,410/- and in accordance with specifications mentioned in the Tender Notice dated 20.02.2019 and the terms and conditions agreed in contract agreement to be signed immediately between PDMA and Mr. Furqan Ahmed Khan (Land Owner).

3. Copy of a contract agreement is enclosed for its incorporation on a stamp paper equivalent to the stamp duty amounting to Rs. 17,495/- with a request to sign the same and return to this Authority within 07 days for taking further necessary action accordingly.


(AJAY KUMAR) 14/4/19
ASSISTANT DIRECTOR (PROCUREMENT)
PDMA SINDH

Copy forwarded to:

1. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
2. The Secretary Rehabilitation, Government of Sindh, Karachi.
3. The Director General, PDMA Sindh
4. The Member Procurement Committee, PDMA Sindh (All) _____


05/04/19

TENANCY AGREEMENT

IN RESPECT OF:

OFFICE BUILDING CONSISTING OF BASEMENT, GROUND and MEZZANINE FLOORS ON
PLOT NO.26-C, MAIN KH-E-JAMI, PHASE-VII, MEASURING 200 SQUARE YARDS, OR
THEREABOUT SITUATED IN PAKISTAN DEFENCE OFFICERS HOUSING AUTHORITY,
KARACHI

CE 175
8/4/19

Re. 17,495



OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi
8.4.19.
08 APR 2019

TENANCY AGREEMENT

THIS AGREEMENT OF TENANCY IS MADE AT KARACHI, ON 08 DAY OF APRIL, 2019.

BETWEEN

MR. ANIS AHMED KHAN S/O. BASHIR AHMED KHAN, holding CNIC No.42101-0535360-9, Muslim, adult, resident of House No.C-25, Block No.11, Federal B. Area, Karachi, Through his Authorize **MR. FURQAN AHMED KHAN S/O. ANIS AHMED KHAN**, holding CNIC No.42101- 1944302-5, resident House No.B-152, Block-W, Allama Iqbal Town, Nazimabad, Karachi, hereinafter referred to as the "**OWNER/AUTHORITY**" (which expression shall include his heirs, legal advisor, representative, executors and assigns) of the **One Part**.

AND

M/S. PROVINCIAL DISASTER MANAGEMENT AUTHORITY, REHABILITATION DEPARTMENT, GOVERNMENT OF SINDH, KARACHI, having its Office at Bungalow No.82, Lane No.10, Kh-e-Hilal, Phase-VI, DHA, Karachi, Through their Dy. Director **MR. ZAIN UL ABIDEEN ANSARI S/O. ABDUL QADIR ANSARI**, holding CNIC No.41303-6242782-3, hereinafter referred to as the "**TENANT**" (which expression shall include their heirs, legal advisor, representative, executors and assigns) of the **Other part**.

WHEREAS the OWNER/AUTHORITY confirms that he being the OWNER/AUTHORITY is legally competent to rent out **OFFICE BUILDING CONSISTING OF BASEMENT, GROUND and MEZZANINE FLOORS ON PLOT NO.26-C, MAIN KH-E-JAMI, PHASE-VII, MEASURING 200 SQUARE YARDS, OR THEREABOUT SITUATED IN PAKISTAN DEFENCE OFFICERS HOUSING AUTHORITY, KARACHI**, hereinafter referred to as the "**DEMISED PREMISES**".

OWNER/AUTHORITY'S SIGNATURE:

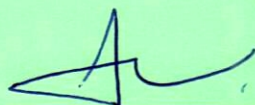
TENANT'S SIGNATURE:
Cont'd on page/2.

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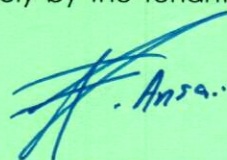
AND WHEREAS the OWNER/AUTHORITY has agreed to rent out and Tenant has agreed to take on rent the demised premises for a period of **Eleven Months** commencing from **1st May, 2019** and expiring on **31st March, 2020** on the terms and conditions appearing herein below:-

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER

1. That rent for the said demised shall be **Rs.454,410/=** (Rupees Four Lacs Fifty Four Thousand Four Hundred and Ten Only) per month @ Rs.81 /- per square feet x 5610 square feet, (inclusive of all applicable taxes as per law time to time).
2. That the Tenant shall pay to the Owner on signing of this agreement a sum of Rs.2,726,460/- (Rupees Two Million Seven Hundred Twenty Six Thousand Four Hundred Sixty only) in the following manner;
 - a) Rs.1,138,083/- (Rupees One Million One Hundred Thirty Eight Thousand Eighty Three only) after deduction of withholding tax of Rs.225,147/-, making total payment of Rs.1,363,230/- (Rupees One Million Three Hundred Sixty Three Thousand Two Hundred Thirty only) being the advance rent for a period of Three months effective from 01/05/2019 @ Rs.445,590/month. The tenant shall furnish the paid challan of deduction of withholding tax to the owner accordingly.
 - b) Rs.1,363,230/- (Rupees One Million Three Hundred Sixty Three Thousand Two Hundred Thirty only) being the Security Fixed Deposit, which will be refunded at the time of handing over vacant and peaceful possession of the said premises after deducting the amount of unpaid bills/damages (if any).
3. That after completion of three months advance rent, the Tenant shall pay remaining eight months rent on **QUARTERLY BASIS** in advance after deducting of withholding tax.
4. That the Tenant shall pay all bill/charges during the tenancy period viz. Electricity, Gas bills and Telephone (if installed), Water & Conservancy Charges to the departments concerned regularly and record of paid bills shall be properly maintained and shall handover original paid bills to the OWNER/AUTHORITY every month regularly and keep the photocopies of all such paid bills in his/her record.
5. That the Tenant shall not sublet or underlet the demised premises or any part thereof to any person or persons in any manner and under any circumstances whatsoever.
6. That the Tenant shall not make any addition, alteration or modification to the structure of the demised premises without prior written permission of the OWNER/AUTHORITY.
7. That the Tenant shall use the demised premises for **Commercial** purpose only.
8. That the Tenant shall keep the demised premises and its fittings and fixtures maintained in good order and in tenantable condition and all minor repairs as and when necessary shall be carried out immediately by the tenant at his own expenses.



OWNER / AUTHORITY'S SIGNATURE:




TENANT'S SIGNATURE

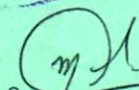


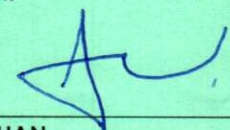
9. That the Tenant shall not cause any damage, whatsoever to the demised premises or its fittings and fixtures in any manner and in any case whatsoever and at the time of vacating the tenant shall handover physical and peaceful possession of the said premises to the OWNER/AUTHORITY and shall leave it in clear and tenable condition with all the fixtures and fittings in perfect working/usable condition as they were at the time of possession taken over by the Tenant subject to reasonable wear and tear.
10. That the Tenant shall not use the said premises for any illegal business activity and shall not store or stock therein any article of combustible or hazardous nature neither carry out any act which may expose the premises to the risk of fire or any loss or damage.
11. That property tax in respect of the said premises shall be paid by the OWNER/AUTHORITY.
12. That either party shall serve **Three Month's** written notice through TCS or any other courier service in case the demised premises is being vacated or is required to be vacated.
13. That the OWNER/AUTHORITY or his authorized representative shall be entitled to inspect the said premises during any reasonable hour of the day with prior appointment with the Tenant.
14. That on renewal of the agreement the rent will be increased by **7.5%** every eleven months in respect of the above said premises.
15. That this tenancy agreement is renewable at the option of both the parties on such terms and conditions to be mutually agreed upon by both the parties.
16. That both the parties – OWNER/AUTHORITY and Tenant have finalized the transaction by themselves alone at their own free will and conditions after full satisfaction and inspection of premises including title documents and legal authority of the OWNER/AUTHORITY to rent out as well as status and credentials of each other and in future for all purpose both the parties shall settle the matter directly by contacting each other on the given address and telephone numbers.

IN WITNESS WHEREOF the parties above named have set and subscribed their respective hands at Karachi, the day, month and the year first above written.

WITNESSES:

1. 
Mr. Furqan Ahmed Khan
Real Project Solution

2. 
Mentab H. Durki
Cell 0333-3944331

OWNER/AUTHORITY : 
MR. FURQAN AHMED KHAN
S/O. ANIS AHMED KHAN
CNIC No.42101-1944302-5
On behalf of:
MR. ANIS AHMED KHAN
S/O. BASHIR AHMED KHAN
CNIC No.42101-0535360-9

TENANT: 
M/S. PROVINCIAL DISASTER MANAGEMENT
AUTHORITY, REHABILITATION DEPARTMENT,
GOVERNMENT OF SINDH, KARACHI.
Through their Dy. Director
MR. ZAIN UL ABIDEEN ANSARI
S/O. ABDUL QADIR ANSARI
CNIC No.41303-6242782-3



RECEIPT

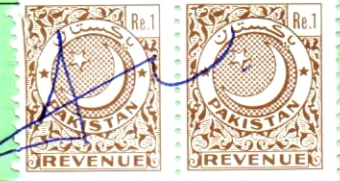
Received with thanks from **M/S. PROVINCIAL DISASTER MANAGEMENT AUTHORITY, REHABILITATION DEPARTMENT, GOVERNMENT OF SINDH, KARACHI**, Through their Dy. Director **MR. ZAIN UL ABIDEEN ANSARI S/O. ABDUL QADIR ANSARI**, holding CNIC No.41303-6242782-3, a sum of Rs.2,726,460/- (Rupees Two Million Seven Hundred Twenty Six Thousand Four Hundred Sixty only) in the following manner;

- a) Rs.1,138,083/- (Rupees One Million One Hundred Thirty Eight Thousand Eighty Three only) after deduction of withholding tax of Rs.225,147/-, making total payment of Rs.1,363,230/- (Rupees One Million Three Hundred Sixty Three Thousand Two Hundred Thirty only) being the advance rent for a period of Three months effective from 01/05/2019 @ Rs.445,590/month. The tenant shall furnish the paid challan of deduction of withholding tax to the owner accordingly.
- b) Rs.1,363,230/- (Rupees One Million Three Hundred Sixty Three Thousand Two Hundred Thirty only) being the Security Fixed Deposit (refundable)

Against renting out **OFFICE BUILDING CONSISTING OF BASEMENT, GROUND and MEZZANINE FLOORS ON PLOT NO.26-C, MAIN KH-E-JAMI, PHASE-VII, MEASURING 200 SQUARE YARDS, OR THEREABOUT SITUATED IN PAKISTAN DEFENCE OFFICERS HOUSING AUTHORITY, KARACHI.**

Calculation of deduction of withholding tax:

| Per Month Rent | Tax Deduction Calculation | Monthly FBR Tax | Per month Rental After Tax |
|----------------|--|-----------------|----------------------------|
| Rs.454,410 | Rs.210,000 + 20% of the Gross Amount if exceeding Rs.2,000,000/- | Rs.75,049/- | Rs.379,361 |



OWNER/AUTHORITY: _____
MR. FURQAN AHMED KHAN
S/O. ANIS AHMED KHAN
CNIC No.42101-1944302-5
On behalf of:
MR. ANIS AHMED KHAN
S/O. BASHIR AHMED KHAN
CNIC No.42101-0535360-9

Karachi
Dated: 08-04-2019

(INTEGRITY PACT)

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

No. PDMA(S) /4(46)2019 (INF-KRY: No.897/19), Dated 23/2/2019

Contract Value: 4.99 Million

CONTRACT TITLE: TENANCY AGREEMENT FOR HIRING OF PDMA OFFICE BUILDING ON RENTAL BASIS.

Mr. Furqan Ahmed Khan s/o Anis Ahmed Khan holding CNIC # 42101-1944302-5, 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 department or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

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

Mr. Furqan Ahmed Khan, certifies that if has made and will make full disclosure of all agreements and arrangement with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Mr. Furqan Ahmed Khan, 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 rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any right and remedies exercised by GoS in this regard, Mr. Furqan Ahmed Khan Land Owner, agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further to pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by Mr. Furqan Ahmed Khan as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privileges or other obligation or benefit in whatsoever form from GoS.

Name of Procuring Agency: PDMA Sindh

Name of Land Owner: Mr. Furqan Ahmed Khan,

CNIC No: 42101-1944302-5

Address: H No.B-152, Block-W, Allama Iqbal

Town, Nazimabad, Karachi.

Signature: _____



Signature: _____