

No. PDMA(S)/ 5 (7)/ 17 GOVERNMENT OF SINDH REHABILITATION DEPARTMENT

PROVINCIAL DISASTER MANAGEMENT AUTHORITY(SINDH)

BANGLOW NO: 82, LANE # 10, KHAYABAN-E-HILAL

DHA, PHASE -VI, KARACHI.

Phone: 021-99332701-2, Fax: 021-99332700,

Karachi dated: July, 2017.

√To,

The Managing Director,

Sindh Public Procurement Regulatory Authority,

Karachi.

SUBJECT:

SUBMISSION OF CONTRACT EVALUATION FORM REGARDING PURCHASE OF RELIEF GOODS FY2016-17 (SPPRA Sr. NO. 33183).

I am directed to refer to the subject noted above.

Please find enclosed herewith the following documents:

i. "Contract Evaluation Form" of Four Items viz. Pneumatic / Inflatable Rubber Boats, OBM 30 HP, OBM 40 HP & Walkie Talkie.

ii. Copy of Award of Contract.

iii. Copy of Contract / Agreement.

iv. Bill of Quantity / Estimate for rates.

v. Integrity Pact.

vi. Copy of Comparative Statement.

vii. Copy of BER

Please acknowledge receipt of this communication

ASISTANT DIRECTOR (P

Copy to:

3.

1. The Director (F&A), PDMA Sindh, Karachi / Chairman PC.

2. The PS to Secretary, Rehabilitation Department, GoS, Karachi.

3. The PS to Director General, PDMA 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.	Provincial Disaster Management Authority Sindh, Rehabilitation Department, GoS.		
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial		
3)	TITLE OF CONTRACT	Purchase of Relief Goods FY2016-17		
4)	TENDER NUMBER	PDMA(S)/5(7)/2017, NIT No: INF/KRY/2498/17		
5)	BRIEF DESCRIPTION OF CONTRACT	Goods (Pneumatic / Inflatable Rubber Boats)		
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 PE	R CONTRACT) 60 days.		
10)	TENDER OPEN DON (DATE & TIME)	25-05-2017 at 01:00 PM		
11)	NUMBER OF TENDER OCUMENTS SOLD (Attach list of buyers)	3		
12)	NUMBER OF BIDS RECEIVED	A		
	NUMBER OF BIDDERS PRESENT AT THE T	ME DE OPENING OF PURG 3		
14) I	BID EVALUATION REPORT (Enclose a copy)	Copy anclosed		
15) N	NAME AND ADDRESS OF THE SUCCESSFU	M/S Eusiness & Engineering Trands.		
16) (CONTRACT AWARD PRICE	Rs: 181,50 per unit .		
17) R (i	RANKING OF SUCCESSFUL BIDDER IN EVA i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	LUATION REPORT		
	-			
18) M	 TETHOD OF PROCUREMENT USED : - (Tick o	one)		
a)				
	ONE ENVELOPE PR	OCEDURE Domestic/ Local		
b)	SINGLE STAGE – TWO ENVELOPE PR	ROCEDURE Yes		
c)	TWO STAGE BIDDING PROCEDURE _			
d)				
	TWO STAGE – TWO ENVELOPE BIDD	ING PROCEDURE		
	PLEASE SPECIFY IF ANY OTHER ME EMERGENCY, DIRECT CONTRACTING ET	THOD OF PROCUREMENT WAS ADOPTED i.e.		

19)	APPRO	VING AUTHORITY FOR AWARD OF CONTRA	ACT _	Director General , PDMA Sindh .
20)	WHETI	HER THE PROCUREMENT WAS INCLUDED IN	N ANN	NUAL PROCUREMENT PLAN? Yes No
21)	ADVEF	RTISEMENT:		
	i)	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	S. No: 33183 , dated: 08.05.2017
	ii)	News Papers (If yes, give names of newspapers and dates)	Yes	The News, Abrat, Sobh (11.05.2017) & Jang(15.05.17).
		RE OF CONTRAC	INO	Domestic/ Local Int.
23)	WASI	HER QUALIFICATION CRITERIAN NELUDED IN BIDDING / TENDER OCT MEN enclose a copy)	TS?	Yes No
24)	WAS II	HER BID EVALUATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMENT enclose a copy)	TS?	Yes V No
25)		HER APPROVAL OF COMPETENT AUTHORIT DD OTHER THAN OPEN COMPETITIVE BIDD		AS OBT TOTAL FOR USING A Yes No
26)	WAS B	ID SECURITY OBTAINED FROM ALL THE BI	DDER	Yes V No
27)		HER THE SUCCESSFUL BID WAS LOWEST EXECUTED BID (in case of Consultancies		ATED Yes No
28)		HER THE SUCCESSFUL BIDDER WAS TECHN LIANT?	IICAL	LY Yes V No
29)	WHETI THE TI	HER NAMES OF THE BIDDERS AND THEIR ME OF OPENING OF BIDS?	QUOT	Yes No
30)	CONTR	HER EVALUATION REPORT GIVEN TO RACT? copy of the bid evaluation report)	BIDD	Yes No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN (If yes, give details)	THE T	ENDER NOTICE / DOCUMENTS
	Yes	
33) WAS THE EXTENSION MADE IN RESPONSE TIME?	No	No
(If yes, give reasons)	Yes	
	No	No
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED?	THAT	THE SELECTED FIRM IS NOT Yes V No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF A VI (If yes, enclose a copy)	PREC	UREMENT? IF SO. DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON MORTHE CONTRACT (BANK GUARANTEE ETC.)?	ILIZA	Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description) MANAGEMEN	Yes	
COPORT LINE STEEL	No	NA
Signature & Official Stamp of Authorized Officer KHALID MALIKO		
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



No. PDMA (S) / 5(7)/2017
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: 2/July , 2017

M/S Business and Engineering Trends, 155-0/2, 1st Floor, Kushal Road PECHS, Karachi.

Phone # 021-34529028-9

Subject: AWARD OF CONTRACT FOR SUPPLY OF PNEUMATIC / INFLATABLE RUBBER BOATS.

Reference to your bid submitted to this authority for supply of PNEUMATIC / INFLATABLE RUBBER BOATS to the Provincial Disaster Management Authority (PDMA) Sindh according to the specification contained in PDMA Tender Notice dated:09.05.2017.

- 2. The Competent Authority has been pleased to award contract for supply of Pneumatic / Inflatable Rubber Boats to your firm/company i.e M/s Business and Engineering Trends @ Rs. 181,500/- per Pneumatic / Inflatable Rubber Boat inclusive of all applicable taxes and transportation charges with all accessories as per specification mentioned in the Tender Notice dated: 09.05.2017, the terms and conditions agreed in contract agreement to be signed immediately between PDMA and M/S Business and Engineering Trends.
- 3. You are requested to send your representative to this office along with 5% of supply order as Performance Security in the form of Bank Guarantee in the name of Provincial Disaster Management Authority Sindh with a validity of one year covering warranty period. All deliveries need to be made as per the terms & Conditions already in contract award on the instructed warehouses (as per need) of PDMA SINDH in Karachi, Jamshoro & Sukkur.
- 4. The copy of a contract agreement is enclosed for its incorporation on a stamp paper of the amount equivalent to the stamp duty on the amount of the contract with a request to sign the same and return to this Authority within 03 working days for taking further necessary action accordingly.

ASSISTANTDIRECTOR (PROCUREMENT)

PDMA SINDH

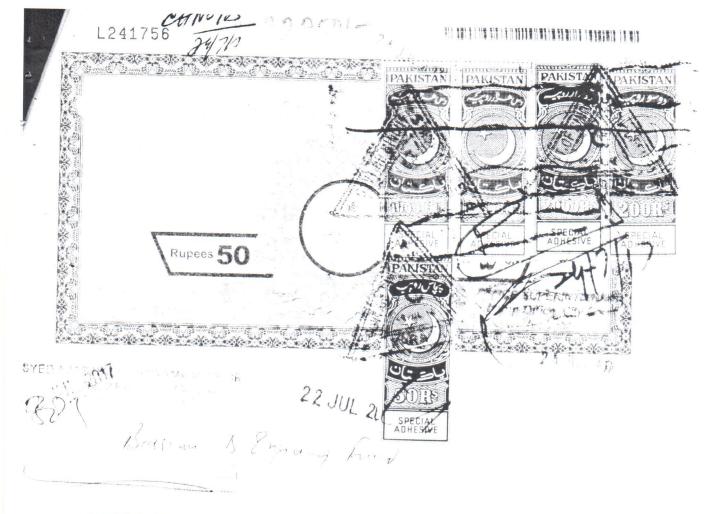
Cc. to:

- The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
- 2. The Secretary Rehabilitation Department, Government of Sindh, Karachi.

3. The Director General, PDMA Sindh, Karachi.

4 The Member Procurement Committee PDMA Sindh (All)

feet of an 21/2/19



AGREEMENT FOR SUPPLY OF PNEUMATIC / INFLATABLE RUBBER BOATS

This Agreement is being entered into between Provincial Disaster Management Authority (PDMA) Sindh (hereinafter called the Purchaser) having its office established at Banglow No. 82, Lane No. 10, Khayaban-e-Hilal, DHA Phase-VI, Karachi and M/s Business and Engineering Trends (hereinafter called the Supplier). This agreement shall come into clearly laid down the roles and responsibilities of the two parties, aimed at successful discharge of the contractual obligation of each party.

- 2. Both parties hereby agree to perform the following functions:
 - a) The Supplier shall supply 35 (thirty Five) Pneumatic / Inflatable Rubber Boats (as per NIT dated 09.05.2017 Specifications) @ Rs. 181,500/- (Rupees One Hundred Eighty One Thousand Five Hundred only) per item inclusive of all applicable taxes as per the dimensions attached as well as accessories contained therein.
 - b) The Supplier shall deliver the Pneumatic / Inflatable Rubber Boats at the PDMA Warehouse (Karachi, Jamshoro & Sukkur) as per instructions and handover the consignment to the representatives of PDMA.
 - c) The Supplier shall complete 100% delivery within a period of 60 (Sixty) days from the date of execution of the contract agreement.
 - d) The Supplier shall submit Performance Security equal to 5% of the total cost of procurement (Rs. 317,625/- Rupees Three hundred seventeen thousand six hundred twenty-five only) in the shape of Bank Guarantee in the name of Purchaser (PDMA Sindh) within 07 days of signing of this agreement failing which the contract will be cancelled at risk and cost of the supplier and bid security will be forfeited.

- e) The Supplier shall be solely responsible for any delay occurring in the supply of Pneumatic / Inflatable Rubber Boats due to the event of riots, civil commotion, strike, lockout power failure and disturbance directly affecting/ delaying the supply and any such event will not claim leniency. However, event of Force Majeure such as acts of GOD and war are exceptions.
- f) As the time is the essence of the agreement, so in case of any delay in supply caused by any reason except given in (e) above, a penalty to the tune of 1% of the cost of items delivered after the deadline for each day of delay shall be imposed on the supplier.
- g) The Purchaser shall carry out physical inspection of supplies at the point and time of delivery. The inspection may be carried out either by the Purchaser directly or through authorized representative (s) of the Authority.
- h) In case of any deficiency/ defect is observed during the course of Inspection, the purchaser shall have the right to withhold the payment of an amount equal to the cost of the item(s) so found deficient/ defective. Since payment shall be released only after making sure that the damaged/ deficient items are replaced by the supplier within the time to be specified by the Purchaser. The Purchaser shall, in case of any deviation in quality/ quantity or other specifications, also have the right to reject the stores or impose penalty commensurate with the deficiency of the damages.
- The Supplier shall produce the receipt of delivery certified by the head of PDMA or any other person so authorized by the Purchaser.
- j) The Purchaser shall make necessary payment upon receipt of all legal documents (certified receipt vouchers, inspection report etc.) and upon completion of all codal formalities.
- k) The Purchaser shall release the Performance Security upon successful / satisfactory completion of the supplies and discharge of all contractual obligations stipulated in this Agreement.
- All disputes arising out of contractual obligations shall be settled through arbitration by a Committee to be constituted by the Director General PDMA in light of provisions of the Sindh Public Procurement Rules 2010 (amended 2047).

IN WITNESS WHEREOF the Purchaser and Supplier have executed this Contact and hereinto subscribed their names and set their respective seals on the date first above written.

Khalid Mand

Assistant Director (Programment)
For PDMA Sindh (Purchaser)

Hamza Bin Tariq

Chief Operating Officer

For Business and Engineering Trends (Supplier)

Dated 21-07-2017

Price Schedule in Pak. Rupees

Name of Bidder <u>Business and Engineering Trends</u> IFB Number _____ Page of <u>58/70</u>

1	2	3	4	5		
Item	Description	Country of origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivery duly paid (DDP) to final destination plus price of other incidental services if required ³
01	Pneumatic Inflatable Rubber Boat (Item No: 01 of Tender	China	35	PKR 181,500/- a-Inclusive of G.S.T b- Ex- PDMA Ware House	PKR 6,352,500/-	N/A
	Notice)			Jamshoro		

Signature of Bidder	3/2

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

³ Must be included if required under ITB 11.2

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

$\frac{\text{TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF}}{\text{WORKS, SERVICES \& GOODS}}$

1)	NAME OF THE ORGANIZATION / DEPTT.	Provincial Disaster Management Authority Sindh, Rehabilitation Department, GoS.		
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial		
3)	TITLE OF CONTRACT	Purchase of Relief Goods FY2016-17		
4)	TENDER NUMBER	PDMA(S)/5(7)/2017, NIT No: INF/KRY/2498/17		
5)	BRIEF DESCRIPTION OF CONTRACT	Goods (OBM 30HP)		
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 PE	ER CONTRACT) 60 days.		
10)	TENDER OPENED ON (DATE & TIME)	25-05-2017 at 01:00 PM		
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)) 2		
12)	NUMBER OF BIDS RECEIVED	<u> </u>		
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 2		
14)	BID EVALUATION REPORT (Enclose a copy)	Copy anclosed		
15)	NAME AND ADDRESS OF THE SUCCESSFU	UL B ODER M/S Modern Motors (Pvt) Ltd		
16)	CONTRACT AWARD PRICE	Rs: 260,000 per unit .		
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	ALUATION REPORT First lowest		
18)	METHOD OF PROCUREMENT USED : - (Tic	rk one)		
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local		
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE Yes		
	c) TWO STAGE BIDDING PROCEDUR	E		
(d) TWO STAGE – TWO ENVELOPE BII	-		
	PLEASE SPECIFY IF ANY OTHER I	METHOD OF PROCUREMENT WAS ADOPTED i.e		

			pirector General , PDMA Sindh .		
19) APPROVING AUTHORITY FOR AWARD OF CONTRACT					
20) WHET	THER THE PROCUREMENT WAS INCLUDED IT	N ANN	Yes No No		
21) ADVE	ERTISEMENT:		, because , because ,		
	SPPP - W- / -	Yes	S. No: 33183 , dated: 08.05.2017		
<u> </u>	SPPRA Website (If yes, give date and SPPRA Identification No.)				
		No			
ii)	News Papers (If yes, give names of newspapers and dates)	Yes	The News, Abrat, Sobh (11.05.2017) & Jang(15.05.17).		
	. ()	No			
22) NATU	URE OF CONTRACT		Domestic/ Local Int.		
WASI	THER QUALIFICATION CRITERIA INCLUDED IN BIDDING / TENDER DOCUMEN , enclose a copy)	TS?	Yes V No		
WASI	THER BID EVALUATION CRITERIA INCLUDED IN BIDDING / TENDER DOCUMB , enclose a copy)	TS?	Yes V No		
	THER APPROVAL OF COMPETENT AUTHORIZED OTHER THAN OPEN COMPETITIVE BIDD		S OBT A CD FOR USING A Yes No		
26) WAS	BID SECURITY OBTAINED FROM ALL THE BI	IDDER	Yes No		
	THER THE SUCCESSFUL BID WAS LOWEST E BEST EVALUATED BID (in case of Consultancies		ATED Yes No		
	THER THE SUCCESSFUL BIDDER WAS TECHN PLIANT?	NICAL	LY Yes V No		
	THER NAMES OF THE BIDDERS AND THEIR TIME OF OPENING OF BIDS?	QUOT	TED PRICES WERE READ OUT AT Yes No		
CONT	THER EVALUATION REPORT GIVEN TO RACT? th copy of the bid evaluation report)	BIDDI	Yes No No		

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN (If yes, give details)	ГНЕ Т	ENDER NOTICE / DOCUMENTS
	Yes	
22) WAG TIVID DAVID	No	No
33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	
34) DEVIATION FROM QUALIFICATION CRITERIA	No	No
(If yes, give detailed reasons.)	Yes	
	No	No
35) WAS IT ASSURED BY THE PROCURING AGENCY T BLACK LISTED?	`НАТ	THE SELECTED FIRM IS NOT Yes No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH THE PER ASCERTAINED REGARDING FINANCING OF WORTH (If yes, enclose a copy)	CHE I	PROCURING AGENCY TO THE TREMENT? IF SO, DETAILS TO TROAD:
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBIL THE CONTRACT (BANK GUARANTEE ETC.)?	LIZAT	ON DVANCE PAYMENT IN Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	NA .
Signature & Official Stamp of Authorized Officer KHALID MALIK		
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) / 5 (7) / 2017 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: AlJuly, 2017

M/S Modern Motors (PVt) Ltd, 7-CL-10 Beaumont Road, Karachi. Phone # 021-3680347

Subject: AWARD OF CONTRACT FOR SUPPLY OF OBM 30 HP.

Reference to your bid submitted to this authority for supply of OBM 30 HP to the Provincial Disaster Management Authority (PDMA) Sindh according to the specification contained in PDMA Tender Notice

- The Competent Authority has been pleased to award contract 2. for supply of OBM 30 HP to your firm/ company i.e M/s Modern Motors (PVt) Ltd @ Rs. 260,000/- per OBM 30 HP inclusive of all applicable taxes and transportation charges with all accessories as per specification mentioned in the Tender Notice dated: 09.05.2017, the terms and conditions agreed in contract agreement to be signed immediately between PDMA and M/S Modern Motors (PVt) Ltd.
- You are requested to send your representative to this office along with 5% of supply order as Performance Security in the form of Bank Guarantee in the name of Provincial Disaster Management Authority Sindh with a validity of one year covering warranty period. All deliveries need to be made as per the terms & Conditions already in contract award on the instructed warehouses (as per need)of PDMA SINDH in Karachi, Jamshoro & Sukkur.
- The copy of a contract agreement is enclosed for its incorporation on a stamp paper of the amount equivalent to the stamp duty on the amount of the contract with a request to sign the same and return to this Authority within 03 working days for taking further necessary action accordingly.

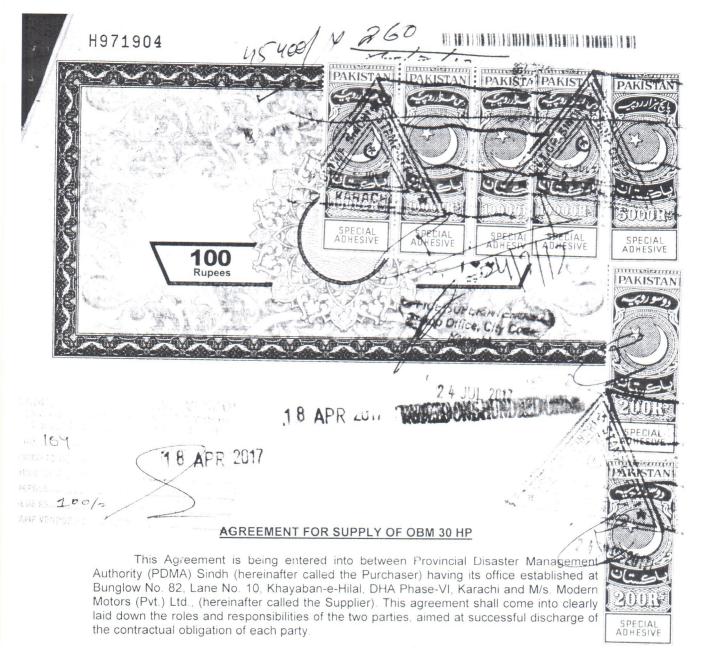
ASSISTANT DIRECTOR (PROCUREMENT) PDMA SINDH

Cc. to:

- 1. The Managing Director, Sindh Public Procurement Regulatory Authority,
- 2. The Secretary Rehabilitation Department, Government of Sindh, Karachi.

3. The Director General, PDMA Sindh, Karachi.

4. The Member Procurement Committee, PDMA Sindh (All).



2. Both parties hereby agree to perform the following functions:-

a) The Supplier shall supply 50 (Fifty) OBM 30 HP (as per a NIT dated open 5.2017 specifications) @ Rs. 260,000/- (Rupees Two Hundred Sixty Thousand Only) per item inclusive of all applicable taxes as per the dimensions attached as well as accessories contained therein.

b) The Supplier shall deliver the OBM 30 HP at the PDMA Warehouses (Karachi, Jamshoro & Sukkur) as per instructions and hand over the consignment to the representative of PDMA.

c) The Supplier shall complete 100% delivery within a period of 60 (sixty) days from the date of execution of the contract agreement.

d) The Supplier shall submit Performance Security equal to 5% of the total cost of procurement (Rs. 650,000/-) in the shape of Bank Guarantee in the name of the Purchaser (PDMA Sindh) within 07 days of signing of this Agreement failing which the contract will be cancelled at risk and cost of the supplier and bid security will be forfeited.

The Supplier shall be solely responsible for any delay occurring in the supply of OBM 30 HP due to the event of riots, civil commotion, strike lockout power failure and disturbance directly affecting / delaying the supply and any such event will not claim leniency. However, events of Force Majeure such as acts of GOD and war are exceptions.

f) As the time is the essence of the Agreement, so in case of any delay in supply caused by any reason except given in (e) above, a penalty to the tune of 1% of the cost of items delivered after the deadline for each day of delay shall be imposed on the supplier.

g) The Purchaser shall carry out physical inspection of supplies at the point and time of delivery. The inspection may be carried out either by the Purchaser directly or through authorized representative(s) of the Authority.

- h) In case any deficiency / defect is observed during the course of inspection, the Purchaser shall have the right to withhold the payment of an amount equal to the cost of the item(s) so found deficient / defective. Since payment shall be released only after making sure that the damaged / deficient items are replaced by the upplier within the time to be specified by the Purchaser. The Purchaser shall, in case of any deviation in quality /quantity or other specifications, also have the right to reject the stores or impose penalty commensurate with the deficiency of the damages
- i) The supplier shall produce the receipt of delivery certified by the head of PDMA or any other person so authorized by the Purchaser.
- j) The Purchaser shall make necessary payment upon receipt of all legal documents (certified receipt vouchers, inspection report, etc.) and upon completion of all codal formalities
- k) The Purchaser shall release the Performance Security upon successful / satisfactory completion of the supplies and discharge of all contractual obligations stipulated in this Agreement.
- 1) All disputers arising out of contractual obligations shall be settled through arbitration by a Committee to be constituted by the Director General), PDMA in light of provisions of the Sindh Public Procurement Rules 2010 (amended 2017).

IN THE WITNESS WHEREOF the Purchaser and Supplier have executed this Contract and hereinto subscribed their names and set their respective seals on the date first above written.

ART DIRECTOR (PROCUREMENT) SOH (PURCHASER)

21-07-2017

Ara-uh-KARIM. Sr Sales Manny

MODERN MOTORS (PVT.) LTD.



MML/PDMA/30HP/170525/17 May 25, 2017

The Deputy Director (P)

Provincial Disaster Management Authority Sindh (PDMA) Junglow No:82, Lane 10, Khayaban-e-Hilal

DHA, Phase VI

Karachi

fel 99332701-2 Fax 99332700

MODERN MOTORS HOUSE, 7-CL-10, BEAUMONT ROAD KARACHI-75530 PAKISTAN PHONE: 35680347, 35684362 FAX:(9221)35680903

E-mail: modmot@mml.com.pk Website: www.mml.com.pk

ORIGINAL.

COMMERCIAL OFFER

Mub

Tender for Procurement of Relief Goods / 2016-2017

for Item No:2, for OBM 30 HP Qty 50 Units Due on 25-May-17, Till 12:00 P.M.

Dear Sir.

In response to your above tender enquiry, we are pleased to offer you with 100 units of Mercury Engine OHM 30 HP 2-stroke manufactured by Mercury Marine, USA/Japan.

The specifications are as follows:-

MERCURY ENGINE 30 HP 2-STROKE, MANUAL.

irl	ENGINE SPECIFICATIONS			
1	Model	30ML (Two Stroke)		
2	Horse Power	30 HP		
3	Starting	Manual		
4	Steering	Tiller		
5	Shaft Length	20"		
6	Propeller Included			
7	Fuel Tank	01 No.		
8	Fuel Line	01 No.		
9	Installation Kit	01 No.		
10	Operator Manual	01 No.		

UNIT PRICE (30 HP ENGINE)

Ex-Karachi Warehouse...... Pak Rs.222,222.00 GST @ 17%...... Pak Rs.37,778.00

Total + GST @ 17%..... Pak Rs.260,000.00

(Rupees Two Hundred Sixty Thousand Only)

TOTAL COST OF

(Rupees Thirteen Million Only)

Page 1 of 4

KARACHI

LAHORE

RAWALPINDI

(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) /5(7)/2017 (INF-KRY: No.2498/17/16),

Dated 09/05/2017

Contract Value: 13.00 Million

CONTRACT TITLE: AGREEMENT FOR THE SUPPLY OF OBM 30 HP.

M/s Modern Motors (Pvt) Ltd, 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, M/s Modern Motors (Pvt) Ltd, 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.

M/s Modern Motors (Pvt) Ltd, 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.

M/s Modern Motors (Pvt) Ltd, 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

Notwithstanding any right and remedies exercised by GoS in this regard, M/s Modern Motors (Pvt) Ltd, Contractor, 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 M/s Modern Motors (Pvt) Ltd, 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

Signature:

Name of Contractor: M/s Modern Motors

(Pvt) Ltd,

Address: H7-CL-10 Beaumont Roads, Karachi

Ph:021-35680347, 021-35684368

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	Purchase of Relief Goods FY2016-17		
4)	TENDER NUMBER	PDMA(S)/5(7)/2017, NIT No: INF/KRY/2498/17		
5)	BRIEF DESCRIPTION OF CONTRACT	Goods (OBM 40HP)		
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 PE	ER CONTRACT) 60 days.		
10)	TENDER OPENED ON (ATE & TME)	25-05-2017 at 01:00 PM		
11)	NUMBER OF TENDER DOCUMENTS OLD (Attach list of buyers)	2		
12)	NUMBER OF BIDS RECEIVED	A		
13)	NUMBER OF BIDDERS PRESENT AT THE T	TIME OF OPENING OF BIDS 2		
	BID EVALUATION REPORT (Enclose a copy)	Copy anclosed		
15)	NAME AND ADDRESS OF THE SUCCESSFU	JI BIODER M/S Fusiness & Engineering Trands.		
16)	CONTRACT AWARD PRICE	Rs: 315,00 per unit .		
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	ALUATION REPORT First lowest		
18)	METHOD OF PROCUREMENT USED : - (Tick	c one)		
	a) SINGLE STAGE – ONE ENVELOPE F	PROCEDURE Domestic/ Local		
	b) SINGLE STAGE – TWO ENVELOPE I	PROCEDURE Yes		
	TWO STAGE BIDDING PROCEDURE			
	d) TWO STAGE – TWO ENVELOPE BID	DDING PROCEDURE		
		-		
	PLEASE SPECIFY IF ANY OTHER MEMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED i.e. ETC. WITH BRIEF REASONS:		

0) \	WHETH	HER THE PROCUREMENT WAS INCLUDED IN	N ANN	
		TVODA (TV) (T		Yes No
1) A	ADVER	TISEMENT:	V	I
i)	SPPRA Website	Yes	S. No: 33183 , dated: 08.05.2017
		(If yes, give date and SPPRA Identification No.)	No	
		N. B	NO	I
1	i)	News Papers (If yes, give names of newspapers and dates)	Yes	The News, Abrat, Sobh (11.05.2017) & Jang(15.05.17).
			No	
2) 1	NATUR	RE OF CONTRACT		Domestic/
.2) .				Local IIIC.
23)	WHETH	HER QUALIFICATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN	TCO	
		enclose a copy)	15:	Yes V No
			A	100
		HER BID EVALUATION CRITERIA		Yes V No
		NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?	105
25)	WHETI	HER APPROVAL OF COMPETENT AUTHORIT	WA	AS OBTAINED FOR USING A
	METHO	DD OTHER THAN OPEN COMPETITIVE BIDD	NG	Yes No
26)	WAS B	ID SECURITY OBTAINED FROM ALL THE B	DDER	RS?
				Yes No
77)	WHETE	HER THE SUCCESSFUL BID WAS LOWEST E	VALU	JATED Yes No
-		EST EVALUATED BID (in case of Consultancies		Tes No V
		HER THE SUCCESSFUL BIDDER WAS TECHN LIANT?	IICAL	LLY Yes No
	COMPI	LIANT?		
9)	WHETI	HER NAMES OF THE BIDDERS AND THEIR	OUO	TED PRICES WERE READ OUT AT
		ME OF OPENING OF BIDS?	QCO.	Yes No
,	WHETI Contr	HER EVALUATION REPORT GIVEN TO	BIDD	DERS BEFORE THE AWARD OF

31) ANY COMPLAINTS RECEIVED (If yes, result thereof) 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 ARRENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED? 36) WAS A VISIT MADE BY ANY OFFICENOFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITHLIFFE PROBUREMENT? IF SO, DETAILS TO BE ASCENTAINED REGARDING FINANCING OF NIT, IF A BROAD: (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION (If yes, give Hyr) Description) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Hyr) Description) Yes No NA PDMA NO NA PDMA NO NA			
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? 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH A THE PROCURING AGENCY TO THE BE ASCERTAINED REGARDING FINANCING GENERALLY, IF ABROAD: (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION DVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)? 38) SPECIAL CONDITIONS, IF ANY (If yes, give that Description) Yes No NA Signature & Official Stamp of Authorized Officer KHALID MALIK		Yes	
Yes No No No No No No No No		No	No
Yes No No No No No No No No	32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN (If yes, give details)	THE TE	ENDER NOTICE / DOCUMENTS *
33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons) 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 V No 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH LIFE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VIT, IF ABROAD: (If yes, enclose a copy) Yes No WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION DVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)? Yes No No No No Signature & Official Stamp of Authorized Officer KHALID MALIK		Yes	SE SE
(If yes, give reasons) Yes No No No No 34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.) Yes No No No No 35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED? Yes V No No No 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OP THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JET PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF WISIT, IF ABROAD: (If yes, enclose a copy) Yes No	+33) WAS THE EVTENSION MADE IN DESPONSE THATS	No	No
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.) No No 35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED? Yes V No 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JIME PROCURING AGENCY TO THE SUPPLIER'S PROMISE A	(If yes, give reasons)	Yes	
(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 No No 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OPTILE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH A FIG. PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF WAYT, IF A BROAD: (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)? Yes No V Yes No No NA Signature & Official Stamp of Authorized Officer KHALID MALIK ON THE CONTRACT (BANK GUARANTEE ETC.)?		No	No
35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED? 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH JULE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF WAIT, IF ABROAD: (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION THE CONTRACT (BANK GUARANTEE ETC.)? 38) SPECIAL CONDITIONS, IF ANY THANAGENERY OF THE PROPERTY OF THE PR	34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION DVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)? 38) SPECIAL CONDITIONS, IF ANY (If yes, give Harf Description) Signature & Official Stamp of Authorized Officer KHALID MALIK (Contract of the contract of the cont	35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED?		THE SELECTED FIRM IS NOT
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION DVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)? Yes No V Yes No No NA Signature & Official Stamp of Authorized Officer KHALID MALIK	BE ASCERTAINED REGARDING FINANCING OF WITH	PROGI	JREMENT? IF SO, DETAILS TO ROAD:
(If yes, give Breef Description) Yes No NA Signature & Official Stamp of Authorized Officer KHALID MALIK	37) WERE PROPER SAFEGUARDS PROVIDED ON MOBITHE CONTRACT (BANK GUARANTEE ETC.)?	ILIZAT	VANCE PAYMENT IN
Authorized Officer KHALID MALIK CALLE LIGHT	(If yes, give Half Description)		NA NA
R OFFICE USE ONLY	(P)		
	R OFFICE USE ONLY		<u> </u>

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

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No. PDMA (S) / 5 (7) / 2017 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:

July, 2017

M/S Business and Engineering Trends, 155-0/2, 1st Floor, Kushal Road PECHS, Karachi. Phone # 021-34529028-9

Subject: AWARD OF CONTRACT FOR SUPPLY OF OBM 40 HP.

Reference to your bid submitted to this authority for supply of OBM 40 HP to the Provincial Disaster Management Authority (PDMA) Sindh according to the specification contained in PDMA Tender Notice dated:09.05.2017.

- The Competent Authority has been pleased to award contract 2. for supply of OBM 40 HP to your firm/ company i.e M/s Business and Engineering Trends @ Rs. 315,000/- per OBM 40 HP inclusive of all applicable taxes and transportation charges with all accessories as per specification mentioned in the Tender Notice dated: 09.05.2017, the terms and conditions agreed in contract agreement to be signed immediately between PDMA and M/S Business and Engineering Trends.
- You are requested to send your representative to this office along with 5% of supply order as Performance Security in the form of Bank Guarantee in the name of Provincial Disaster Management Authority Sindh with a validity of one year covering warranty period. All deliveries need to be made as per the terms & Conditions already in contract award on the instructed warehouses (as per need)of PDMA SINDH in Karachi, Jamshoro & Sukkur.
- The copy of a contract agreement is enclosed for its incorporation on a stamp paper of the amount equivalent to the stamp duty on the amount of the contract with a request to sign the same and return to this Authority within 03 working days for taking further necessary action accordingly.

KHALID MALI ASSISTANT DIRECTOR (PROCUREMENT) PDMA SINDH

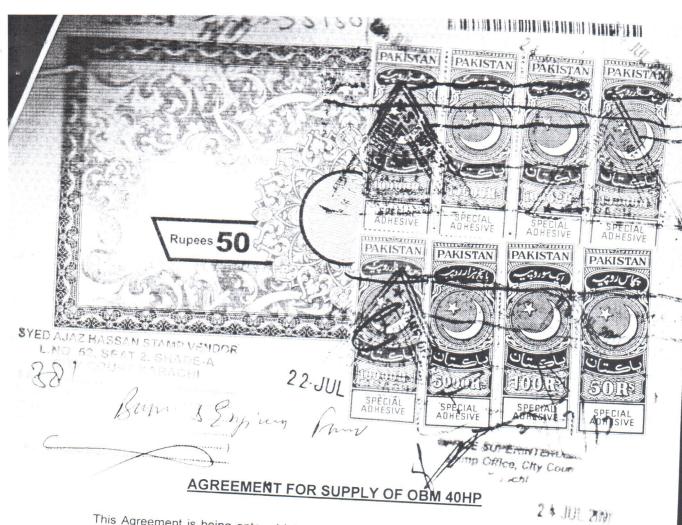
Cc. to:

1. The Managing Director, Sindh Public Procurement Regulatory Authority,

2. The Secretary Rehabilitation Department, Government of Sindh, Karachi.

3. The Director General, PDMA Sindh, Karachi.

4. The Member Procurement Committee, PDMA Sindh (All).



This Agreement is being entered into between Provincial Disaster Management Authority (PDMA) Sindh (hereinafter called the Purchaser) having its office established at Banglow No, 82, Lane No. 10, Khayaban-e-Hilal, DHA Phase-VI, Karachi and M/s Business and Engineering Trends (hereinafter called the Supplier). This agreement shall come into clearly laid down the roles and responsibilities of the two parties, aimed at successful discharge of the contractual obligation of each party.

- 2. Both parties hereby agree to perform the following functions:
 - a) The Supplier shall supply 50 (Fifty) OBM 40 HP (as per NIT dated 09.05.2017 Specifications) @ Rs. 315,000/- (Rupees Three Hundred Fifteen Thousand only) per item inclusive of all applicable taxes as per the dimensions attached as well as accessories contained therein.
 - b) The Supplier shall deliver the OBM 40hp at the PDMA Warehouse (Karachi, Jamshoro & Sukkur) as per instructions and handover the consignment to the representatives of PDMA.
 - The Supplier shall complete 100% delivery within a period of 60 (Sixty) days from the date of execution of the contract agreement.
 - d) The Supplier shall submit Performance Security equal to 5% of the total cost of procurement (Rs. 787,500/- Rupees Seven hundred Eighty Seven Thousand Five hundred only) in the shape of Bank Guarantee in the name of Purchaser (PDMA Sindh) within 07 days of signing of this agreement failing which the contract will be cancelled at risk and cost of the supplier and bid security will be forfeited.

- Example 5 comes shall be solely responsible for any delay occurring in the supply of OBM 40 commotion, strike, lockout power failure and disturbance directly affecting/ delaying the supply and any such event will not claim leniency. However, event of Force Majeure such as acts of GOD and war are exceptions.
- f) As the time is the essence of the agreement, so in case of any delay in supply caused by any reason except given in (e) above, a penalty to the tune of 1% of the cost of items delivered after the deadline for each day of delay shall be imposed on the supplier.
- g) The Purchaser shall carry out physical inspection of supplies at the point and time of delivery. The inspection may be carried out either by the Purchaser directly or through authorized representative (s) of the Authority.
- h) In case of any deficiency/ defect is observed during the course of Inspection, the purchaser shall have the right to withhold the payment of an amount equal to the cost of the item(s) so found deficient/ defective. Since payment shall be released only after making sure that the damaged/ deficient items are replaced by the supplier within the time to be specified by the Purchaser. The Purchaser shall, in case of any deviation in quality/ quantity or other specifications, also have the right to reject the stores or impose penalty commensurate with the deficiency of the damages.
- i) The Supplier shall produce the receipt of delivery certified by the head of PDMA or any other person so authorized by the Purchaser.
- j) The Purchaser shall make necessary payment upon receipt of all legal documents (certified receipt vouchers, inspection report etc.) and upon completion of all codal formalities.
- k) The Purchaser shall release the Performance Security upon successful / satisfactory completion of the supplies and discharge of all contractual obligations stipulated in this Agreement.
- All disputes arising out of contractual obligations shall be settled through arbitration by a Committee to be constituted by the Director General PDMA in light of provisions of the Sindh Public Procurement Rules 2010 (amended 2017).

IN WITNESS WHEREOF the Purchaser and Supplier have executed this Contact and hereinto subscribed their names and set their respective seals on the date first above written.

Khalid Malik

Assistant Director (Procurement)
For PDMA Sindh (Purchaser)

Hamza Bin Tarig

Chief Operating Officer

For Business and Engineering Trends (Supplier)

Dated 21-07-2017

Price Schedule in Pak. Rupees

Name of Bidder <u>Business and Engineering Trends</u> IFB Number _____ Page of <u>58/70</u>

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivery duly paid (DDP) to final destination plus price of other incidental services if required ³
01	Engine OBM 40hp (Item No: 03 of Tender Notice)	Japan	50	PKR 315,000/- a-Inclusive of G.S.T b- Ex- PDMA Ware House Jamshoro	PKR 15,750,000/-	N/A

Signature of Bidder	

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

³ Must be included if required under ITB 11.2

ght !

(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) /5(7)/2017 (INF-KRY: No.2498/17/16), Dated 09/05/2017

Contract Value: 15.75 Million

CONTRACT TITLE: AGREEMENT FOR THE SUPPLY OF OBM 40 HP.

M/s Business and Engineering Trends, 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, M/s Business and Engineering Trends, 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.

M/s Business and Engineering Trends, 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.

M/s Business and Engineering Trends, 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, M/s Business and Engineering Trends, Contractor, 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 M/s Business and Engineering Trends, 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 Contractor: M/s Business and

Engineering Trends,

Address: 155-O/2, 1st Floor, Khushal Road, PECHS, Block-2, Karachi. Ph: 021-34529028-29

Signature:

within 07 days of signing of this agreement failing risk and cost of the supplier and bid security will be took

Signature:

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	Purchase of Relief Goods FY2016-17
4)	TENDER NUMBER	PDMA(S)/5(7)/2017, NIT No: INF/KRY/2498/17
5)	BRIEF DESCRIPTION OF CONTRACT	Goods (Walkie Talkie)
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 PE	R CONTRACT) 60 days.
10)	TENDER OPEN DON (NATE & TIME)	25-05-2017 at 01:00 PM
11)	NUMBER OF TENER OCULENTS OLD (Attach list of buyers)	1
12)	NUMBER OF BIDS RECEIVED	A
	NUMBER OF BIDDERS PRESENT AT THE T	IME OF OPENING OF PURG 1
14) I	BID EVALUATION REPORT Enclose a copy)	Sopy inclosed
15) N	NAME AND ADDRESS OF THE SUCCESSFU	DD R M/S starz Enterprises
16) (CONTRACT AWARD PRICE	Rs: 35,900 er unit .
17) R (i	ANKING OF SUCCESSFUL BIDDER IN EVA .e. 1 st , 2 nd , 3 rd EVALUATION BID).	LUATION REPORT
	-	
18) M	 ETHOD OF PROCUREMENT USED : - (Tick o	one)
a)	SINGLE STAGE – ONE ENVELOPE PR	ROCEDURE Domestic/ Local
b)	SINGLE STAGE – TWO ENVELOPE PR	ROCEDURE Yes
c)	TWO STAGE BIDDING PROCEDURE	
d)	TWO STAGE – TWO ENVELOPE BIDD	
	PLEASE SPECIFY IF ANY OTHER ME EMERGENCY, DIRECT CONTRACTING ET	THOD OF PROCUREMENT WAS ADOPTED i.e. C. WITH BRIEF REASONS:

19)	APPRO	VING AUTHORITY FOR AWARD OF CONTRA	ACT _	Director General , PDMA Sindh .
20)	WHETH	HER THE PROCUREMENT WAS INCLUDED IN	N ANN	NUAL PROCUREMENT PLAN? Yes No
21)	ADVER	RTISEMENT:		
	i)	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	S. No: 33183 , dated: 08.05.2017
			No	
	ii)	News Papers (If yes, give names of newspapers and dates)	Yes	The News, Abrat, Sobh (11.05.2017) & Jang(15.05.17).
			No	
22)	NATUF	RE OF CONTRACT		Domestic/ Local Int.
23)	WASIN	HER QUALIFICATION CRITERIAN NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?	Yes V No
24)	WASIN	HER BID EVALUATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMENT enclose a copy)	TS?	Yes V No
25)		HER APPROVAL OF COMPETENT AUTHORIT DD OTHER THAN OPEN COMPETITIVE BIDD		AS OBT AND FOR USING A Yes No
26)	WAS B	ID SECURITY OBTAINED FROM ALL THE BI	DDER	Yes V No
27)		HER THE SUCCESSFUL BID WAS LOWEST EVENT EVALUATED BID (in case of Consultancies		ATED Yes No
28)	WHETI COMPI	HER THE SUCCESSFUL BIDDER WAS TECHN LIANT?	IICAL	LY Yes V No
29)		HER NAMES OF THE BIDDERS AND THEIR ME OF OPENING OF BIDS?	QUOT	Yes No No
30)	CONTR	HER EVALUATION REPORT GIVEN TO AACT? copy of the bid evaluation report)	BIDDI	Yes No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN	THE TI	ENDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	vh:
	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 (BLACK LISTED?	ТНАТ	THE SELECTED FIRM IS NOT Yes No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OSUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF WITH (If yes, enclose a copy)	PROGI	IREMENTS IF SO DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBITHE CONTRACT (BANK GUARANTEE ETC.)?	ILIZAT	
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
2000 / 0000) S	No	NA .
Signature & Official Stamp of Authorized Officer KHALID MALIK		
FOR OFFICE USE ONLY		
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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) / 5 (7) / 2017 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: A\ July, 2017

M/s Starz Enterprises Office No.1, R-17 "Gulshan-e-Jamal, Rashid Minhas Road, Karachi. Phone: 021-34585393

AWARD OF CONTRACT FOR SUPPLY OF WALKIE TALKIE SET. Subject:

Reference to your bid submitted to this authority for supply of Walkie Talkie Set to the Provincial Disaster Management Authority (PDMA) Sindh according to the specification contained in PDMA Tender Notice dated: 09.05.2017.

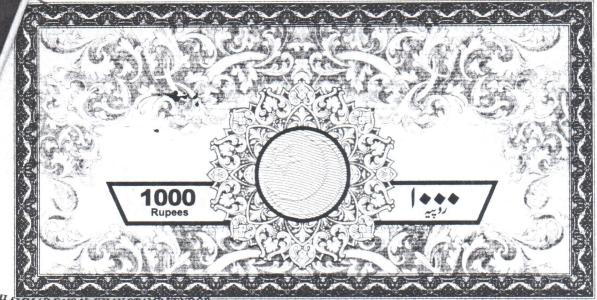
- The Competent Authority has been pleased to award contract for supply of Walkie Talkie Set to your firm/ company i.e M/s Starz Enterprises @ Rs.35,900/- per Walkie Talkie Set inclusive of all applicable taxes and transportation charges with all accessories as per specification mentioned in the Tender Notice dated: 09.05.2017 and the terms and conditions agreed in contract agreement to be signed immediately between PDMA and M/s Starz Enterprises.
- You are requested to send your representative to this office along with 05% of supply order as Performance Security in the form of Pay order in the name of Provincial Disaster Management Authority Sindh with a validity of Six months. All deliveries need to be made as per the terms & Conditions already in contract award.
- The copy of a contract agreement is enclosed for its incorporation on a stamp paper of the amount equivalent to the stamp duty on the amount of the contract with a request to sign the same and return to this Authority within 03 working Apys for taking further necessary action accordingly.

ASSISTANT DIRECTOR (PROCUREM PDMA SINDH

Cc. to:

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

KUPLES UNE INDUSAN



MUHAMMAD FAISAL KHAN STAMP VENDOR Licence No. 124, Shop No. S-7, Maymar Tower

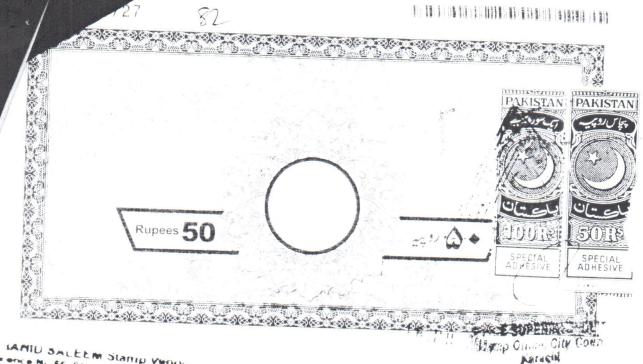
S. Nr. Bate	18	IUL 2017
Issuen to With Address	Abdill	Satta
Through With Address. Purpasa		Advoc H
Value Rs Attached	•	

Starmps Vendor's Signature.
Not For used Bank Guarantee/will/divorce vendor

AGREEMENT FOR SUPPLY OF WALKIE TALKIE SET.

This Agreement is being entered into between Provincial Disaster Management Authority (PDMA) Sindh (hereinafter called the Purchaser) having its office established at Bunglow No.82, Lane No.10, Khayaban-e-Hilal, DHA Phase-VI, Karachi and M/s Starz Enterprises. (herein after called the Supplier). This agreement shall come into clearly laid down the roles and responsibilities of the two parties, aimed at successful discharge of the contractual obligation of each party.

- 2. Both parties hereby agree to perform the following functions:
 - a) The Supplier shall supply 10 (Ten) Walkie Talkie Set @ Rs.35,900/- (Rupees Thirty Five Thousand Nine Hundred Only) per item inclusive of all applicable taxes as per the dimensions attached as well as accessories contained therein.
 - b) The Supplier shall deliver the Walkie Talkie Set at the PDMA Head office and handover the consignment to the representatives of PDMA.
 - c) The Supplier shall complete 100% delivery within a period of (3) (Sixty) days from the date of execution of the contract of agreement.
 - d) The Supplier shall submit Performance Security equal to 5% of the total cost of procurement (Rs.17,950/-) in the shape of PayOrder in the name of the Purchaser (PDMA Sindh) within 07 days of signing of this Agreement failing which the Contract will be cancelled at risk and cost of the supplier and bid security will be forfeited.
 - e) The Supplier shall be solely responsible for any delay occurring in the supply of Walkie Talkie Set due to the event of riots, civil commotion, strike, lockout power failure and disturbance directly affecting / delaying the supply and any such event will not claim leniency. However, events of Force Majeure such as acts of GOD and war are exceptions.



LAMID SALEEM Stamp Venuc ence No. 66 Shop No.1 Karim Plazi Marian a Lina Bira b 14 Magagel 2017

MUHAMMAD YAQOOE No 1450

-2-



f) As the time is the essence of the Agreement, so in case of any delay in supply caused by any reason except given in (e) above, a penalty to the tune of 1% of the cost of items delivered after the deadline for each day of delay shall be imposed on the supplier.

g) The Purchaser shall carry out physical inspection of supplies at the point and time of delivery. The inspection may be carried out either by the Purchaser directly or through authorized

representative(s) of the Authority.

h) In case any deficiency / defect is observed during the course of inspection, the Purchaser shall have the right to withhold the payment of ar amount equal to the cost of the item(s) so found deficient / defective. Since payment shall be released only after making sure that the damaged / deficient items are replaced by the supplier within the time to be specified by the Purchaser. The Purchaser shall, in case of any deviation in quality / quantity or other specifications, also have the right to reject the stores or impose penalty commensurate with the deficiency of

i) The supplier shall produce the receipt of delivery certified by the head of PDM4 or any other person so authorized by the

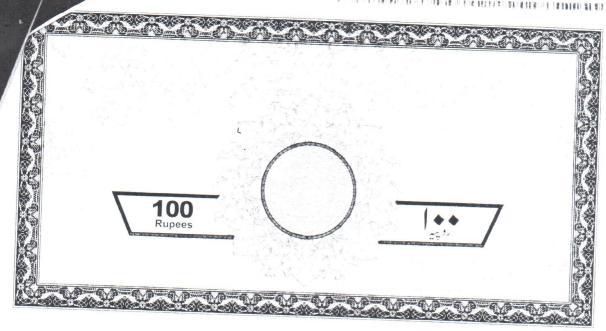
j) The Purchaser shall make necessary payment upon receipt of all legal documents (certified receipt vouchers, inspection report, etc.) and upon completion of all codal formalities.

k) The Purchaser shall release the Performance Security upon successful/ satisfactory completion of the supplies and discharge of all contractual obligations stipulated in this Agreement.

1) All disputes arising out of contractual obligations shall be settled through arbitration by a Committee to be constituted by the Director General, PDMA in light of provisions of the Sindh Public Procurement Rules 2010 (amended 2017).







Muhammad Akram Shaikh

Multiammad Yaqaab

7 1 301 2017 -3-

Through a rower Muttammac Adversarie
Recession No. 1459 Kim

IN WITHESS WHEREOF the Purchaser and Supplier have executed this Contract and hereinto subscribed their names and set their respective sears on the date first above written.

(KHALID MALIK)

ASSISTANT DIRECTOR (PROCUREMENT) FOR PDMA SINDH (PURCHASER)

Dated: 21- 7-2017

(Supplier)





Price Schedule in Pak. Rupees

	1 m	1000-71			(3
Name of Bidder	SIARZ	ENTERPROSES.	IFB Number	Page	ot

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity :	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required
6	WALKIE TALKIE BET	JAPAN	10 NO	35909=	Rs=359000=	

	March	
Signature of Bidder	(III) Karah	-

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

 $^{^3}$ Must be included if required under ITB 11.2