

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

(As Per Rule 47 of PP Rules, 2004)

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods.

- NAME OF THE ORGANIZATION/DEPTT. Industry Facilitation Centre (Pvt.) Ltd.
- FEDERAL/PROVINCIAL GOVT. Federal (Islamabad)
- TITLE OF CONTRACT Third Party Validation
- TENDER NUMBER IFC-2-2021
- BRIEF DESCRIPTION OF CONTRACT The Consultancy Services required for Third Party Validation (TPV) of IFC new building project Islamabad
- _____
- _____
- TENDER VALUE Rs. 2,800,000/-
- ENGINEER'S ESTIMATE Rs. 3,000,000/-
(for civil works only)
- ESTIMATED COMPLETION PERIOD Two Months
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes Yes/No
- ADVERTISEMENT
- (i) PPRA Website Receipt No. TS486635E Yes/No
(Federal Agencies) (If yes give date and PPRA's tender number)
- (ii) News Papers No Yes/No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) 16th August, 2022
- NATURE OF PURCHASE Local Local / international

2 ifc 13/022 P 4292

- EXTENSION IN DUE DATE (if any) No Yes/No ✓
- NUMBER OF TENDER DOCUMENTS SOLD 6 (Six) Nos. Tender document
were downloaded from PPRA website.
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes/No ✓
(if yes enclose a copy)
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENT Yes Yes/No ✓
(if yes enclose a copy)
- WHICH METHOD OF PROCUREMENT WAS USED: - (tick one)
 - a) SINGLE STAGE - ONE ENVELOPE PROCEDURE _____
 - 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 WITH BRIEF REASONS (I.E EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY Committee Constituted by
Competent Authority/IFC BoDs
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. Yes Yes/No ✓
-
- NUMBER OF BIDS RECEIVED Six (6)
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes Yes/No ✓
- WHETHER INTEGRITY PACT WAS SIGNED (Less than 10 Million) Yes/No ✓

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

(As Per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods.**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS. Three (3) Nos.
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Asia Consulting Engineers (Pvt.) Ltd.
C-3, Jhelum Block, Green Forts-II,
Lahore.
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID)
- 1st Asia Consulting Engineers (Pvt.) Ltd.
2nd EA Consulting Engineers (Pvt.) Ltd.
3rd NESPAK (Pvt.) Limited.
- NEED ANALYSIS (why the procurement was necessary?) _____
The Consultancy Services required for Third Party Validation (TPV) of IFC new building project Islamabad.
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly Describe) _____
Nil

➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes Yes/No

➤ DATE OF CONTRACT SIGNING 20th September, 2022
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE Rs. 2,800,000/-

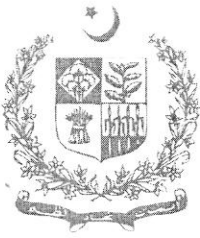
➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes/No
(Attach copy of the bid evaluation report)

➤ ANY COMPLAINTS RECEIVED No Yes/No

➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No Yes/No
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA No Yes/No
(If yes give details)

➤ SPECIAL CONDITIONS, IF ANY
(Give brief description)
Nil



61
/12

GOVERNMENT OF PAKISTAN
Ministry of Industries & Production
INDUSTRY FACILITATION CENTRE (PVT.) LTD.

No. IFC/Admin/982

10th October, 2022

The Director (MIS),
Public Procurement Regularity Authority (PPRA),
FBR building, Sector G-5/2,
Near State Bank of Pakistan,
Islamabad.

Subject: **Upload Contract Award Proforma - I & II on PPRA website**

Reference to PPRA rules (Public Procurement Rule-47, 2004 and Public Procurement Regulations, 2009) for all public contracts for works, services and goods, to be filled and Contract Award Proforma - I and II uploaded on the PPRA website.

The details of tender No. TS486635E have been filled on Contract Award Proforma - I & II and you are requested to upload this information on PPRA website.

Thanking you

Yours faithfully,

Shoaib Sikandar
Asst. Liaison Officer



S. No.	Name of Bidder
1	M/s. EA Consulting (Pvt.) Ltd.
2	M/s. Asian Consulting Engineers Pvt. Ltd.
3	M/s. VELOSI Integrity & Safety Pakistan (Pvt.) Ltd.
4	M/s. PEPAC (Pvt.) Ltd.
5	M/s. Atif Nazar (Pvt.) Ltd.
6	M/s. NESPAK (Pvt.) Limited

PART - D

ELIGIBILITY / QUALIFICATION CRITERIA

I. Eligibility Criteria

- The Consultants shall have the Pakistan Engineering Council (PEC) Registration Certificate bearing relevant codes including 1201, valid for the current year
- The Consultants should be Active Tax payer, registration with relevant tax authorities is required.
- The Consultants must not be Blacklisted with any Governmental Organization on any project (An Affidavit is required)

II. Qualification/ Selection Criteria

To qualify, applicant must score an aggregate 70 marks out of 100, whereas 50% marks is mandatory to achieve in each category. The weightage / Marks for different categories will be followed as per table given below:

S. No.	Category	Max. Marks
A	Profile of Firm	10
B	Experience	60
C	Personnel Capabilities	30

Note:

- Interested participants must have at-least two (02) successful assignment of Third Party Validation of Construction Projects in last 05 years.
- Documentary proof of project completion is required from relevant Employer
- Copies of Educational certificates and CVs of Key Personnel should be attached.
- For Joint Ventures Cumulative Marking will be done. One of Joint Venture Firm must fulfill all the requirements of Eligibility Criteria.

EVALUATION CRITERIA

S. No.	Category	Max. Marks
A	Profile of Firm	10 Marks
A1	Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate) <ul style="list-style-type: none">• 05-10 years (05 marks)• Above 10 years (additional 05 Marks)	10 Marks
B	Experience (Completed Projects)	60 Marks
B1	Detailed Design or Supervision of Building Projects (05 Marks for each project)	10 Marks
B2	Third Party Validation (TPV) of Building &/ or Infrastructure Projects (10 Marks)	50 Marks
C	Personnel Capabilities	30 Marks
	<ol style="list-style-type: none">1. Civil Engineer (Min: Bachelors in Civil Engineering) Min. 05-year relevant Experience, 10 Marks2. Quantity Surveyor (Min. DAE Civil) Min. 08-year relevant Experience, 05 Marks3. Land Surveyor (Min. DAE Civil/ Surveying) Min. 08-year relevant Experience, 05 Marks4. Site supervisor Civil (Min. DAE Civil) Min. 08-year relevant Experience, 05 Marks5. Site supervisor Elec/ Mech (Min. DAE Elec/ Mech) Min. 08-year relevant Experience, 05 Marks	30 Marks
Total (A+B+C)		100 Marks

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

Industry Facilitation Centre (IFC)

and

Asian Consulting Engineers Private Limited
(Name of Consultants)

for

**THIRD PARTY VALIDATION (TPV) OF
INDUSTRY FACILITATION CENTRE BUILDING**

20th September-2022

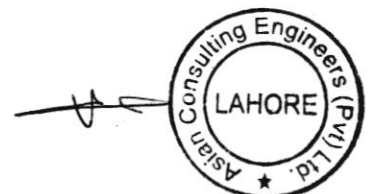
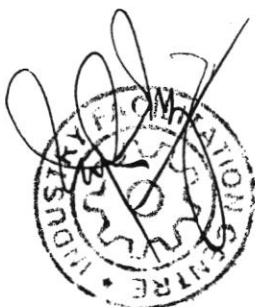
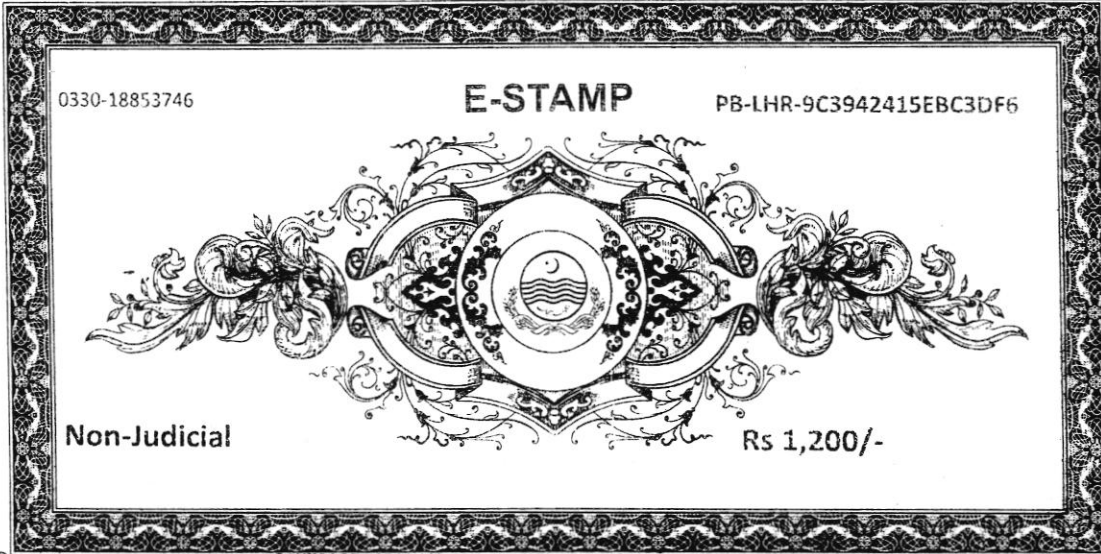


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Description : CONTRACT - 22A(a)(i)
 First Party : Arslan Hanif [35202-2771105-1]
 Second Party : Taj Muhammad Rizvi [61101-3764227-5]
 Agent : Khalid Ashraf [35202-2423099-3]
 Stamp Duty Paid by : Arslan Hanif [35202-2771105-1]
 Issue Date : 20-Sep-2022, 03:19:34 PM
 Paid Through Challan : 2022921914939181
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line

THE CONTRACT AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made on the 20 day of **September, 2022**, between, on the one hand "**Industry Facilitation Centre (IFC)**" having its Office at **5-A Constitution Ave, F-5/1 F-5, Islamabad** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **Asian Consulting Engineers Private Limited (Asian)** having its Office at **C-03 Jhelum Block, Green Forts II, Lahore** (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree upon the terms & conditions set forth in THIS AGREEMENT. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.



CLAUSE-01: DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

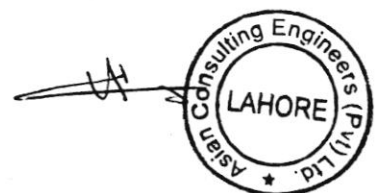
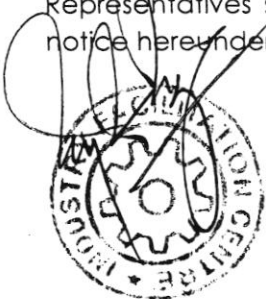
- "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- "Contract" means the Contract signed by the Parties,
- "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause - 08;
- "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- "Law Governing the Contract" means, this Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- "Local Currency" means the currency of the Islamic Republic of Pakistan;
- "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- "Personnel" means persons hired by the Consultants or by any Sub-consultants as employees and assigned to the performance of the Services or any part thereof;
- "Scope of Services" The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the Clause – 6.1.
- "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in the Clause – 6.1;
- "Project" means "Third Party Validation (TPV) Of Industry Facilitation Centre Building

CLAUSE-02: LANGUAGE

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

CLAUSE-03: NOTICES

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address of the Authorized Representatives specified under Clause - 04. A Party may change its address for notice hereunder by giving the other Party notice of such change.



CLAUSE-04: AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives. The Authorised Representatives are the following:

Client:

Name of Project Director	Taj Muhammad Rizvi
Address:	Plot No. 13, F-5/1, Islamabad
Telephone:	051-9208909
CNIC:	61101-3764227-5
Email :	taj.rizvi@gmail.com

Consultants:

Name of Project Manager:	Engr. Ali Akbar Daudpota
Address:	C-3, Jhelum Block, Green Forts-2, Lahore
Telephone:	042-35450914-5
Facsimile:	042-35459016
CNIC:	42201-0743475-7
Email :	aliakbar.daudpota@asiancon.com

CLAUSE-05: TAXES AND DUTIES

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.

CLAUSE-06: SCOPE OF SERVICES, COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.1. Scope of Services

Industry Facilitation Centre (Pvt.) Ltd. has constructed a new building having covered area of 104,000 sq. ft. approximately in sector F-5/1, Islamabad. The building is fully equipped with all state-of-the-art facilities like Lifts, HVAC System, and Fire Alarm System & Fire Fighting System as per CDA building by-laws and after completing all codal formalities.

Independent verification and validation of all the works including civil, mechanical, and electrical, carried out at the project in accordance with the approved design and the terms & conditions of the contract, and also the payments made to contractors/vendors & consultants.

6.2. Effectiveness of Contract

The date on which this Contract shall come into force and effect is the date when the Contract is signed by both the Parties.



6.3. Commencement of Services

The Consultants shall commence the Services on the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

6.4. Deliverables

The Consultants will submit to the Client Three (03) coloured hard copies (signed and stamped) and a soft copy in editable format of the following;

- A. Draft Third-Party Validation (TPV) Report within 21 days
- B. Final Third-Party Validation (TPV) Report within 07 days of draft report submission

6.5. Expiration of Contract/ Completion of Services

The total time period of the project is envisaged to 30 Days, however, may be extended mutually in writing. In case of extension of time, no additional payment will be made to the Consultants in case extension is due to slow progress of Consultant. If delay is on side of Client due to any reason, the price for extended period shall be mutually agreed.

"Completion of Services" means submission of all reports or deliverables to the Client mentioned in Clause – 6.4.

6.6. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

6.7. Termination of Contract

Any party may terminate this Contract, by not less than seven (07) days written notice of termination to the other party, to be given after the occurrence of any of the following events;

Termination by Client:

- If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- If the Client, in its sole discretion, decides to terminate this Contract.

Termination by Consultants:

- If the Client fails to pay any monies due to the Consultants pursuant to this Contract within Fifteen (15) days after receiving written notice from the Consultants that such payment is overdue;

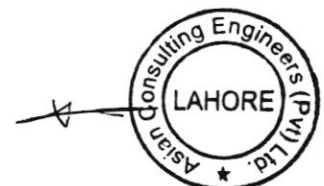


- If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within Fifteen (15) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;

CLAUSE-07: OBLIGATIONS OF CONSULTANTS & CLIENT

a. Obligations of the Consultants

- The Consultant shall perform Services as an independent consultant in accordance with recognized national/international standards, applicable laws and regulations.
- The Consultant shall perform the services with a professional and qualified team and the Authorized representative of the Consultants keep the Client fully informed on all matters relating to the provision of Services.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering & contractual practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps in this regard.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-consultant to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.
- The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.
- The Consultants shall submit to the Client the reports and documents specified in Clause – 6.4 in the form, in the numbers, and within the periods set forth in the said Appendix.



b. Obligations of the Client

The Client shall provide to the Consultant:

- All necessary data/ documents/ reports regarding the project that may be required by the Consultant for performing the Services within the Contract will only be provided by the Client to the Consultants on his written request within 7 working days.
- The Client shall designate an Authorized Representative named in Clause- 04 to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Authorized Representative of the Consultants.
- In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause - 08 of this Contract.

CLAUSE-08: PAYMENTS TO THE CONSULTANTS

- Currency of Contract will be Pakistani Rupees. The amount of Contract for this project is **Rs. 2,800,000/- i.e., Two million, and Eight Hundred Thousand Rupees only.**
- The Fee should be inclusive of all Taxes and Duties. The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes.
- The Consultants shall submit an invoice to the Client specifying the amount due after submission of deliverable.
- The due shall be paid by the Client to the Consultants within Fourteen (14) days after the Consultants' invoice has been delivered to the Client.
- No additional payment will be made in the event of Force Majeure.
- Payments will be made as per the following;

Sr. No.	Description of Works	Lump Sum Fees
1	Draft Third Party Validation (TPV) Report	1,000,000/-
2	Final Third Party Validation (TPV) Report	1,800,000/-
Total		2,800,000/-

CLAUSE-09: ADDITIONAL SERVICES

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The scope of additional services and the payments thereof will be mutually agreed by issuing an addendum to the Contract.





CLAUSE-10: FORCE MAJEURE

The term "Force Majeure" shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

CLAUSE-11: DISPUTE RESOLUTION

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings. The venue of arbitration shall be Islamabad.

CLAUSE-12: APPROVAL OF DOCUMENTS

The Client shall accord approval of the documents immediately but not later than seven (07) working days from the date of their submission by the Consultants. The submission made by the Consultant shall be deemed approved by the Client if no comments are received from the Client within seven (07) working days of Consultant's submission.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year mentioned above.

For and on behalf of

Witness
Signatures:
Name: Shoaib Sikandar Khan
Title: Asstt. Liaison Officer

[CLIENT]
Signatures:
Name: Engr. Taj Muhammad Rizvi
Title: General Manager
Industry Facilitation Centre
Ministry Of Industries & Production
Government of Pakistan

For and on behalf of

Witness
Signatures:
Name: Engr. Ali Nawaz Hashmi
Title: Contracts Engineer

[CONSULTANTS]
Signatures:
Name: Engr. Arslan Hanif
Title: Chief Operating Officer



TECHNICAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

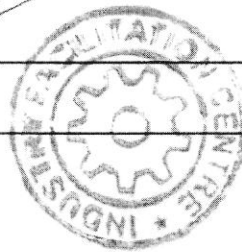
1. Name of Procuring Agency: Industry Facilitation Centre (Pvt.) Ltd. (Committee)
2. Method of Procurement: Single Stage - Two Envelope Procedure
3. Title of Procurement: Third Party Validation of IFC New building Project
4. Tender Inquiry No.: IFC-1-2022
5. PPRA Ref. No. (TSE): Receipt No. TS486635E
6. Date & Time of Bid Closing: 16th August, 2022 at 1400 hours
7. Date & Time of Bid Opening: 16th August, 2022 at 1430 hours
8. No of Bids Received: 6 (Six) Bids
9. Criteria for Bid Evaluation: Included in Bidding/Tender Documents
10. Details of Bid(s) Evaluation: Out of 06 (six) bids, 03 (three) have been technically qualified details are as under:

Name of Bidder	Technical Marks (if applicable)	Rule/Regulation/SBD*/Policy/Basis for Technical Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
M/s. EA Consulting (Pvt.) Ltd.	80 Marks	Technically qualified/Recommended for financial opening
M/s. Asian Consulting Engineers Pvt Ltd	75 Marks	Technically qualified/Recommended for financial opening
M/s. VELOSI Integrity & Safety Pakistan (Pvt) Ltd.	40 Marks	Not Qualified
M/s. PEPAC (Pvt.) Ltd.	40 Marks	Not Qualified
M/s. Atif Nazar (Pvt.) Ltd.	50 Marks	Not Qualified
M/s. NESPAK (Pvt.) Limited	80 Marks	Technically qualified/Recommended for financial opening

11. Any other additional/supporting information, the procuring agency may like to share.

Signature: _____

Official Stamp: _____



*Standard Bidding Documents (SBD).