

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled and Uploaded on PPRA Website in Respect of
All Public Contracts of Works, Services and Goods Worth
Fifty Million or More

- NAME OF THE ORGANIZATION/DEPTT.
Technology Upgradation and Skill Development Company (TUSDEC)
- FEDERAL / PROVINCIAL GOVT. **FEDERAL**
- TITLE OF CONTRACT **Construction Consultant Required for
SCDS, Sialkot**
- TENDER NUMBER **TUSDEC/SCDS/CC/04**
- BRIEF DESCRIPTION OF CONTRACT
**Contract is awarded for hiring of construction consultant for Support
Centre for Dental & Surgical Implants (SCDS), Sialkot**
- TENDER VALUE **PKR 1,250,000/-**
- ENGINEER'S ESTIMATE **N/A**
(For civil Works only)
- ESTIMATED COMPLETION PERIOD **10 Months**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? **Yes**
- ADVERTISEMENT:
 - (i) PPRA Website **Yes (TS485403E dated 09-07-2022)**
 - (ii) News Papers **Yes (Daily Jang, Pak Observer, Dated 09-07-
2022)**
- TENDER OPENED ON (DATE & TIME) **26-07-2022 at 15:00 hour**
- NATURE OF PURCHASE **Local**
- EXTENSION IN DUE DATE (If any) **No**

➤ NUMBER OF TENDER DOCUMENTS SOLD **07**
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS **Yes**
(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 **CEO (TUSDEC)**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING
Not Applicable

➤ NUMBER OF BIDS RECEIVED **06**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER **Yes**

➤ WHETHER INTEGRITY PACT WAS SIGNED **N/A**

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled and Uploaded on PPRA Website in Respect of
All Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS **06**

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
**Asian Consulting Engineers Pvt Ltd, 3C Green Forts-2, Canal Road
Near DHA EME Sector, Lahore**

- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e., 1st, 2nd, 3rd EVALUATED BID).
**1st: Asian Consulting Engineers Pvt Limited, 3C Green Forts-2, Canal
Road Near DHA EME Sector, Lahore**
**2nd: Allied Engineering Consultants (Pvt) Limited, 19-A, Hali Road,
Gulberg-II, Lahore**
**3rd: G3 Engineering Consultants (Pvt) Limited, 57-M, Gulberg-III,
Lahore**

- NEED ANALYSIS (Why the procurement was necessary?)
**Consultancy Services Required for Designing and Construction
Supervision of Building for Support Centre for Dental & Surgical
Implants (SCDS), Sialkot**

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE
THE REASONS (Briefly describe) **Not applicable**

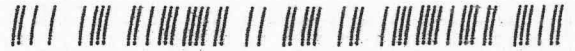
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE
READ OUT AT THE TIME OF OPENING OF BIDS **Yes**

- DATE OF CONTRACT SIGNING **21-October-2022**
(Attach a copy of agreement)

- CONTRACT AWARD PRICE **PKR 1,250,000/-**

- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS **Yes**
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED **No**
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS **No**
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA **No**
(If yes give details)
- SPECIAL CONDITIONS, If any **No**
(Give Brief Description)

[F.No.2/1/2008PPRA-RA.III]



0009-19264320	E-STAMP	PB-LHR-OBBCD151F6DE1FEDC
Non-Judicial		Rs 1,200/-

Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: Technology Upgradation and Skill Development Company [10000-0000000-0]
Second Party	: Asian Consulting Engineers Private Limited [10000-0000000-0]
Agent	: Abdullah Bhatti [35202-3144880-7]
Stamp Duty Paid by	: Asian Consulting Engineers Private Limited [10000-0000000-0]
Issue Date	: 21-Oct-2022, 03:29:42 PM
Paid Through Challan	: 20222FA0B89361C3
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT, together with APPENDICES A to E which constitute an integral part thereof (herein referred to as the Agreement), is entered into at Lahore on this **21st day of October, 2022**.

Between

Technology Upgradation and Skill Development Company (TUSDEC), a company incorporated under the Companies Ordinance 1984, having its Head Office at State Cement Building Kot Lakhpat Lahore, acting through its Director Projects & Operations (herein referred to as the "Client") of the First Part;

And

M/S Asian Consulting Engineers (Pvt) Ltd a company incorporated under section 32 of the Companies Ordinance 1984, having its registered office at 3C Green Forts-2, Canal Road, near DHA EME Sector, Lahore, acting through its Chief Operating Officer (herein referred to as "Consultant"), of the Second Part.

(The Client and the Consultant will jointly be referred to as the "Parties")

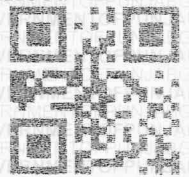
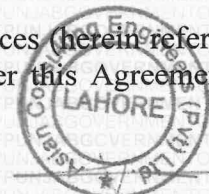
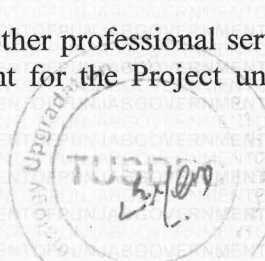
The Parties hereto agree as under: -

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: 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 attached Appendix A.



3. **ARTICLE 3: TIME SCHEDULE**

3.1 **Effective Date of Commencement**

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 **Time Schedule of Services**

The time schedule of Services is given in the attached Appendix B.

3.3 **Extension of Time**

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

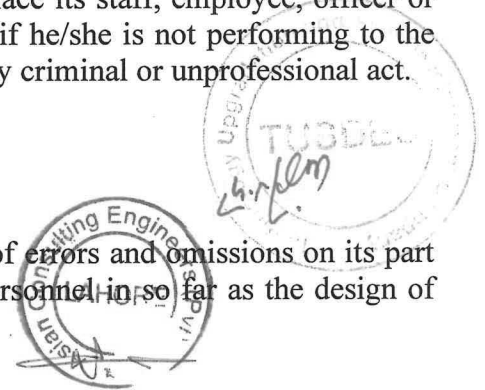
4. **ARTICLE 4: MODE OF OPERATION**

4.1 **Obligations of the Consultant**

1. The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
2. The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client, designated for this purpose, to keep him fully informed on all matters relating to the provision of Services by the Consultant.
3. The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
4. The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
5. The Consultant shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.
6. 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-contractor to perform any part of the Services.
7. 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.
8. The Consultant shall be bound to change/ replace its staff, employee, officer or personnel on written complaint of the Client, if he/she is not performing to the satisfaction of the Client or gets involved in any criminal or unprofessional act.

4.2 **Professional Liability of the Consultant**

- a) The Consultant is liable for the consequence of errors and omissions on its part or on the part of its employees, officers or personnel in so far as the design of



the Project is concerned to the extent and with the limitations as mentioned herein below:

- b). If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of the Project, the consultant shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed equal to the total remuneration of the Consultants, for all phases in accordance with the terms of this agreement.
- c). The Consultant shall abide by and exercise all possible engineering practices for timely completion of the Project, by supervising Contractor's work.
- d). The Consultant will coordinate with Local Concerned Authorities to know all of the requirements/specifications related to the construction of Project located in "Moza Ghoinki, Daska Road, Sialkot" for compliance and to avoid any confusion or conflict which may arise during execution of the Project.
- e). The liability of the Consultant shall expire after six (6) months from the stipulated date of completion of construction or after 1 year from the date of final completion of all phases whichever is later.
- f). Any expenses on boarding and lodging of the Consultant's employees, agents, personnel or staff (the "Employees") shall be borne by the Consultant.
- g). The Consultant shall engage/hire, at its cost, the staff, employees and personnel, to carry out the terms of this agreement.
- h). The Consultant shall be exclusively responsible for, and shall indemnify the Client against all claims, demands, damages, costs, actions, legal proceedings and charges to which the Client may become subject, or for any injury to person or property of it or of any third party for which it may have to pay or be held liable by reason of, or arising out of any activity or negligence or omission on the part of the Consultant or any of its Employees or in consequence of the performance or non-performance of this Agreement by the Consultant.

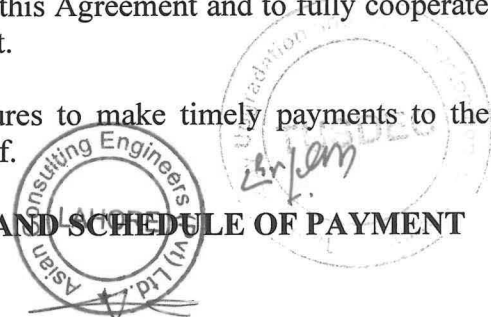
The employees engaged by the Consultant for undertaking the execution of the Services, under this agreement, shall be, at all times deemed to be the Consultant's Employees and the Client shall not be liable to entertain unpaid wages, dues payable under the Labor Laws or other claims arising from any other terms and conditions of employment. The Consultant hereby agrees to indemnify and hold harmless the Client and its employees for any and all actions, claims, demands or costs brought against the Client by or due to the Consultant or the Employees for any reason whatsoever.

4.3 Obligations of the Client

The Client shall provide to the Consultant:

- a) All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- b). The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- c). The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT



The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C. However, all payments under this Agreement shall be made after deduction of the applicable taxes, if any, and the receipts of such deductions shall be provided by the Client to the Consultant at the completion of this Agreement.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate as soon as the Services to be provided by the Consultant have been completed to the entire satisfaction of the Client and the Consultant has received all payments under this Agreement. However, the liability of the Consultant under Article 4.2.(e) shall continue to be enforce as stipulated.

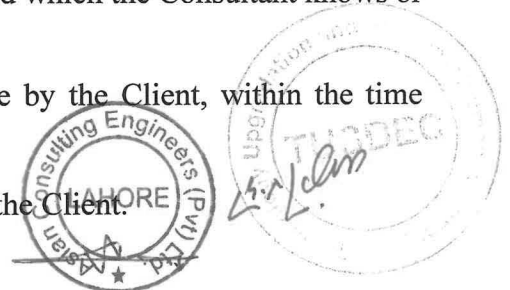
7.2 Suspension by the Client

The Client may, by written notice of suspension, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations and the Services under this Agreement, provided that such notice of suspension shall specify the nature of the failure and give reasonable time to the Consultant to remedy the failure. However, the suspended amount(s) shall be released on fulfilling the lapse, within completion of the period specified therein.

7.3 Termination by the Client

The Client may terminate this Contract, immediately, after serving a written notice of termination to the Consultant, on occurrence of any of the events specified in paragraphs (a) to (h) and thirty (30) days in the case of the event referred to in-clause (i):

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Agreement.
- (b) If the Consultant becomes (or, if the consultant consists of more than one entity, if any of their members becomes) insolvent bankrupt or enters into any agreements with its/their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 13.
- (d) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows or reasonably believes to be false.
- (e) Failure to attend any of the complaints made by the Client, within the time specified therein.
- (f) Attempts to practice any fraud or deceit upon the Client.



(g) Material misrepresentation of fact in the application for or negotiation of this Agreement.

(h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days or

(i) If the Client, in its sole discretion, decides to terminate this Agreement.

7.4 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant or reasons for delay not communicated after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein 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, blockage of funds, 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.

9. ARTICLE 9: WAIVER

The failure of any Party to enforce at any time, one or more of the conditions of this Agreement shall not, in itself operate or to be construed as a waiver of such terms(s) or condition(s) or, of the right of the other party to enforce each and every term and condition of the Agreement.

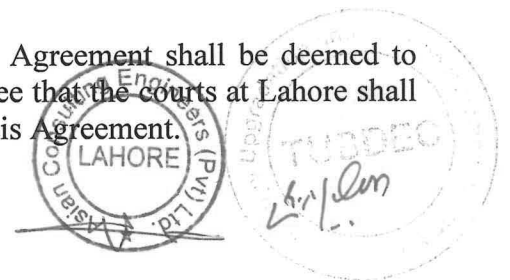
10. ARTICLE 10: SEVERABILITY

If any term or provision of this agreement by virtue of applicable law or is held by a court or any other authority of competent jurisdiction to be invalid, void, unenforceable or against the public policy, the rest of the Agreement will remain in full force and effect and will, in no way be adversely affected, provided, that such term or provision does not render the performance of the Parties material obligations impracticable or impossible.

11. ARTICLE 11: JURISDICTION

The Parties agree that for the purposes of Jurisdiction, this Agreement shall be deemed to have been made and performed at Lahore and the Parties agree that the courts at Lahore shall have sole jurisdiction over all disputes that may arise under this Agreement.

12. ARTICLE 12: ENTIRE AGREEMENT



This Agreement contains the entire Agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all agreement(s), understandings and undertaking(s), if any, of the Parties pertaining to the subject matter of this Agreement.

13. ARTICLE 13: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

14. ARTICLE 14: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

15. ARTICLE 15: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

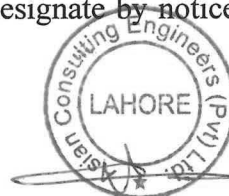
16. ARTICLE 16: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client
Manager Procurement, Technology Upgradation and Skill Development Company (TUSDEC), State Cement Corporation Building, Kot Lakhpat, Lahore

To: The Consultant
General Manger Projects, M/S Asian Consulting Engineers (Pvt) Ltd, 3C Green Forts-2, Canal Road, near DHA EME Sector, Lahore

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.





IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the day, month and year first above written.

<p>For and on behalf of (The Consultant)</p> <p>M/S Asian Consulting Engineers (Pvt) Ltd</p>	<p>For and on behalf of (The Client)</p> <p>Technology Upgradation and Skill Development Company (TUSDEC)</p>
<p>Engr. Arslan Hanif</p>   <p>Chief Operating Officer</p>	<p>Mr. Nabeel Asghar</p>   <p>Director (Projects & Operations)</p>
<p>WITNESS</p> <p>Name: Rana Saif Ullah</p> <p>Designation: Manager Procurement</p> <p>NIC: 35202-9181068-3</p> <p>Signatures </p>	<p>WITNESS</p> <p>Name: <i>Muhammad Afzal</i></p> <p>Designation: <i>Procurement Manager</i></p> <p>NIC: </p> <p>Signatures _____</p>

APPENDIX A

THE PROJECT

&

SCOPE OF SERVICES

A-1 THE PROJECT

SUPPORT CENTRE FOR DENTAL & SURGICAL IMPLANTS (SCDS), SIALKOT

A-2 SCOPE OF SERVICES

As per bidding documents "SCOPE OF SERVICES/TORs"

A-3 DATA/DOCUMENTS/REPORTS

Client shall provide all the available relevant information required for the Project.

A-4 DELIVERABLES TO CLIENT

02 sets of each of the following documents & drawings shall be provided to the client:

- Copy of Geo-Technical Investigation report (If Any)
- Copy of Topographic survey report
- Preliminary design drawings
- Detailed design drawings
- Tender documents & engineers cost estimate
- Bid evaluation report
- Working drawings for construction
- As built drawings
- Progress and completion reports



APPENDIX B

TIME SCHEDULE

B-1 Effective Date of Commencement of Services

The date on which this Agreement shall come into effect is the date when the Agreement is signed by both parties.

B-2 Time Schedule of Services

As per Data Sheet



APPENDIX C

REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

(With reference to Article 5)

C-1 Total Remuneration (Rs. 1,250,000/-)

The Consultant's remuneration for the Services shall be as under:

(I)	Design Phase: Civil Construction	-----Rs. (600,000/-)
(II)	Tender Documentation Phase	-----Rs. (200,000/-)
(III)	Contractor Selection	-----Rs. (100,000/-)
(IV)	Construction Supervision	-----Rs. (350,000/-)

C-2 Schedule of Payments

Payments shall be made according to the following schedule:

a. Design Phase

- 1) On completion of design phase as per scope of services /TORs & approval of design from relevant departments 80%
- 2) On submission & approval of project completion report/certificate 20%

Total 100%

b. Tender Documentation Phase

Successful completion of tendering process 100%

c. Contractor selection

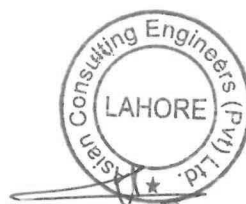
Successful completion of contractor selection & signing of agreement with successful contractor(s) 100%

d. Construction Supervision Phase

Supervision fee shall be paid on percentage basis equal to the percentage of contractor(s) bill.

C-3 Retention Money

5% retention money shall be deducted from each bill, which will be released after six months after the completion of project subject to satisfactory maintenance project report.



APPENDIX D

SPECIAL CONDITIONS

D-1 PROJECT MANAGER (Refer Article 4.1)

Mr. Ali Akbar Daudpota
General Manager

D-2 REPRESENTATIVE OF THE CLIENT (Refer Article 4.3)

Mr. Muhammad Afzal
Manager Procurement

D-3 VENUE OF ARBITRATION (Refer Article 13)

District Lahore, Punjab, Pakistan

D-4 LOCATION OF THE COURTS HAVING JURISDICTION (Refer Article 14)

District Lahore, Punjab, Pakistan



Evaluation Report

(As per Rule 35 of Public Procurement Rules, 2004)

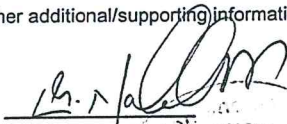
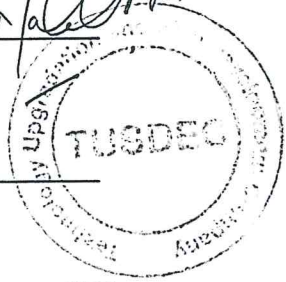
1	Name of Procuring Agency	Technology Upgradation and Skill Development Company (TUSDEC)
2	Method of Procurement	PPRA 36(b)
3	Title of Procurement	Construction Consultant Required
4	Tender Inquiry No:	TUSDEC/SCDS/CC/04
5	PPRA Ref. No. (TSE):	TS485403E
6	Date & Time of Bid Closing	26 July, 2022 @ 02:30 PM
7	Date & Time of Bid Opening	26 July, 2022 @ 03:00 PM
8	No. of Bids Received	6
9	Criteria for Bid Evaluation	Single Stage Two Envelop (SSTE) (Technical 70% + Financial 30%)
10	Details of Bid(s) Evaluation	As Below

Sr. No.	Name of Bidder	Marks			Evaluated Cost (PKR)	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004
		Technical (If Applicable)	Financial (If Applicable)	Total Technical & Financial		
1	New Vision Engineering Consultant	59.50	15.96	75.46	2,349,000	4th Most Advantageous Bidder
2	Design Tech Engineering Solutions	49.00	16.56	65.56	2,265,000	6th Most Advantageous Bidder
3	In Consult Engineering (Pvt) Ltd.	55.20	15.06	70.26	2,489,342	5th Most Advantageous Bidder
4	Allied Engineering Consultants (Pvt.) Ltd.	70.00	20.08	90.08	1,867,600	2nd Most Advantageous Bidder
5	Asian Consulting Engineering (Pvt.) Ltd.	70.00	30.00	100.00	1,250,000	Most Advantageous Bidder
6	G3 Engineering Consultants (Pvt.) Ltd.	70.00	13.94	83.94	2,690,000	3rd Most Advantageous Bidder

Most Advantageous Bidder: Asian Consulting Engineering (Pvt.) Ltd. is most advantageous bidder in subject tender.

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

Signature

Official Stamp

* Standard bidding Documents (SBD)