

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.	Small & Medium Enterprises Development Authority (SMEDA)
Federal / Provincial Govt.	Federal
Title Of Contract	Renovation Work of Office for Research, Regulatory Insight and Advocacy Assistance for SMEs (RRI&A) Project
Tender Number	683
Brief Description Of Contract:	Office interior design, planning and supervision of the renovation work under PSDP project Research, Regulatory Insight and Advocacy Assistance for SMEs (RRI&A)
Tender Value:	Rs. 11,101,248/- (Eleven Million One Hundred One Thousand Two Hundred Forty Eight Rupees only)
Engineer's Estimate:(For Civil Works Only)	N/A
Estimated Completion Period:	May 25, 2022
Whether The Procurement Was Included In Annual Procurement Plan?	Yes
Advertisement: (i) PPRA Website (Federal Agencies) (If Yes Give Date And PPRA's Tender Number) (ii) Newspaper: (If Yes Give Names Of Newspapers And Dates)	Yes Tender No.: 683 PPRA's Ref No: TS468372E Tender Date: December 25, 2021 Yes 1) Express Tribune (December 25, 2021) 2) Daily Jang (December 25, 2021)
Tender Opened On (Date & Time):	Technical: January 10, 2022 (03:30 PM) Financial: January 24, 2022 (03:00 PM)
Nature Of Purchase	Local

Extension In Due Date (If Any)	No
Number Of Tender Documents Sold: (Attach List Of Buyers)	Two (02) 1) M/s Saif Sourcing 2) M/s AHW Structure Pvt. Ltd.
Whether Qualification Criteria Was Included In Bidding/Tender Documents (If Yes Enclose A Copy)	Yes
Whether Bid Evaluation Criteria Was Included In Bidding/Tender Documents (If Yes Enclose A Copy)	Yes
Which Method Of Procurement Was Used:	Single Stage - Two Envelope Procedure
Please Specify If Any Other Method Of Procurement Was Adopted With Brief Reasons (I.E. Emergency, Direct Contracting, Negotiated Tendering Etc.)	N/A
Who Is The Approving Authority:	Chief Executive Officer (CEO), SMEDA
Whether Approval Of Competent Authority Was Obtained For Using A Method Other Than Open Competitive Bidding	N/A
Number Of Bids Received:	Two (02)
Whether The Successful Bidder Was Lowest Bidder	Yes
Whether Integrity Pact Was Signed	Yes

PUBLIC PROCUREMENT REGULATORY
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CONTRACT AWARD PROFORMA – II

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Million Rupees or More

Number Of Bidders Present At The Time Of Opening Of Bids:	Two (02)
Name And Address Of The Successful Bidder:	M/s Saif Sourcing 101- Y Block, Commercial, DHA Phase-III, Lahore
Ranking Of Successful Bidder In Evaluation Report (i.e. 1 st , 2 nd , 3 rd Evaluation Bid)	M/S Saif Sourcing (1 st) M/S AHW Structure Pvt. Ltd (2 nd)
Need Analysis (Why The Procurement Was Necessary?)	Office establishment for PSDP Project under Policy and Planning division, SMEDA
In Case Extension Was Made In Response Time, What Were The Reasons (Briefly Describe)	No
Whether Names Of The Bidders And Their Prices Were Read Out At The Time Of Opening Of Bids	Yes
Date Of Contract Signing; (Attach A Copy Of Agreement)	February 26, 2022
Contract Award Price	Rs. 11,101,248/- (Eleven Million One Hundred One Thousand Two Hundred Forty-Eight Rupees only)
Whether Copy Of Evaluation Report Given To All Bidders: (Attach Copy Of The Bid Evaluation Report)	Yes (Uploaded on PPRA's website)
Any Complaints Received: (If Yes Result Thereof)	N/A
Any Deviation From Specifications	No

Given In The Tender Notice / Documents: (If Yes Give Details)	
Deviation From Qualification Criteria (If Yes Give Details)	No
Special Conditions, If Any (Give Brief Description)	No

E. PROPOSAL OPENING AND EVALUATION

IB.17 Proposal Opening, Clarification and Evaluation

17.1 The Employer will open the Technical Proposals upon deadline of Proposal submission date in accordance with PPRA rules and then Financial Proposals will be opened in the presence of Consultant's representatives who choose to attend, at the time, date and location stipulated in the Procurement Data.

17.2 The Consultant's name, Proposal Prices, any discount, the presence or absence of Proposal Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Proposal opening. The Employer will record the minutes of the Proposal opening. Representatives of the Consultants who choose to attend shall sign the attendance sheet.

Any Proposal Price or discount which is not read out and recorded at Proposal opening will not be taken into account in the evaluation of Proposal.

17.3 To assist in the examination, evaluation and comparison of Proposals the Employer may, at its discretion, ask the Consultant for a clarification of its Proposal. The request for clarification and the response shall be in writing and no change in the price or substance of the Proposal shall be sought, offered or permitted.

17.4 (a) Prior to the detailed evaluation, Pursuant to Sub-Clauses IB.17.7 to 17.9, the Project Director / Employer will determine the substantial responsiveness of each Proposal to the Procurement Documents. For purpose of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the Procurement Documents without services deviations. It will include determining the requirements listed in Procurement data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the cost of individual services or total cost of services that is obtained by accumulation of all services cost, the services cost shall prevail and the total cost of services shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bided cost entered in Form of Proposal and the total shown in Schedule of Services cost-amount stated in the Form of Proposal will be corrected by the Employer in accordance with the Corrected Schedule of costs. If the Consultant does not accept the corrected amount of Proposal, his Proposal will be rejected and his Proposal Security forfeited.

17.5 Proposal determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Consultant by correction of the non-conformity.

17.6 Any minor informality or non-conformity or irregularity in a Proposal which does not constitute a services deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other Consultants.

17.7 The Project Director/Employer will evaluate and compare only the Proposals previously determined to be substantially responsive pursuant to Sub-Clauses IB.17.4 to 17.6 as per requirements given hereunder:

a. Technical Proposal 60 Marks

b. Financial Proposal 40 Marks

Total Score 100 Marks

Proposals will be evaluated for complete scope of technical services. The cost of services will be compared on the basis of the Evaluated Proposal cost pursuant to Sub-Clause 17.9 & 17.10 herein below:

(a) Technical Evaluation

It will be examined in detail whether the technical services offered by the Consultant complies with the Technical Provisions of the Procurement Documents. For this purpose, the Consultant's data submitted with the Proposal in Schedule to Proposal will be compared with services activities / criteria of the works detailed in the Technical Provisions. Other technical information submitted with the Proposal regarding the Scope of Services will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the Proposals comply with the commercial / contractual conditions of the Procurement Documents. It is expected that no material deviation shall be taken by the Consultant.

17.8 Technical Evaluation Criteria

The following weightage will be given to Technical Score awarded to the Proposals based on their profiles, clientage and the proposal. The Consultant scoring at-least 70% marks will be eligible for financial Proposal opening.

Table: Technical Evaluation Criteria

Sr. #.	Attribute / Parameters	Total Score	Category Score	Remarks
1	Company Profile	20		

Sr. #.	Attribute / Parameters	Total Score	Category Score	Remarks
1.1	<i>Financial Strength (to be gauged on the basis of annual audit accounts / bank statement of preceding year.</i>		5	Maximum 05 marks for annual turnover of more than or equal to Rs. 10 million, relative marking for others.
1.2	<i>Company / Firm Established (No. of years Since Incorporation)</i>		5	Maximum 05 marks for experience of 10 years or above, relative marking for others.
1.3	<i>General Experience of the Company / Firm (Use annex-B/1)</i>		10	Maximum 10 marks for 10 projects or above, relative marking for others.
2	Relevant Experience	50		
2.1	<i>Planning, Design, Hiring of Contractors & Supervision (Use annex-B)</i>		25	Maximum 25 marks for 10 projects or above, relative marking for others.
2.2	<i>No. of referenceable completion certificate of above projects (provide copies of the certificates issued by the clients)</i>		15	Maximum 15 marks for 7 certificates or above, relative marking for others.
2.3	<i>Key Clients Served (Financial Institutions / MNCs etc.)</i>		10	Maximum 10 marks for 5 key clients or above, relative marking for others.
3	Staff assigned for this Project	25		
3.1	<i>Civil Engineers</i>		7	At-least 01 individual
3.2	<i>Architects / Interior designer</i>		7	At-least 01 individual
3.3	<i>Site Supervisors</i>		6	At-least 01 individual
3.4	<i>Quantity Surveyors</i>		5	At-least 01 individual
5	Duration of Assignment	5		
5.1	<i>Completion time (based on design & supervision offer by the Consultant)</i>		5	05 marks for shortest completion time, relative marking for others.
	Total	100		

17.9 Evaluated Proposal Price

In evaluating the Proposals, the Project Director/Employer will determine for each Proposal in addition to the Proposal Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Proposal Price:

- (i) Making any correction for arithmetic errors pursuant to Sub-Clause 17.4 hereof.
- (ii) Making appropriate costs adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate costs adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) Discount, if any, offered by the Consultants as also read out and recorded at the time of Proposal opening.

17.10 Evaluation Methods

Quality and Cost based Selection as per PPRA Rules 36(b) read with clause 3(B) of Procurement of Consultancy Services Regulation, 2010.

Pursuant to Sub-Clause 17.9, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance

The cost of Consultant's Services, any deficiency resulting from technical non-compliance will be added to the Corrected Total Proposal Price for comparison purposes only. The adjustments will be applied taking the highest services costs quoted by other Consultants being evaluated in detail in their original Proposals for corresponding item. In case of non-availability of costs from other Consultants, the costs will be estimated by the Project Director/Employer.

- (ii) Cost Adjustment for Deviation in Terms of Payments:
Refer to Procurement Data.

IB.18 Process to be Confidential

- 18.1 Subject to Sub-Clause IB.17.3 heretofore, no Consultant shall contact General Manager/Employer on any matter relating to its Proposal from the time of the Proposal opening to the time the Proposal evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all Consultants will include table(s)

comprising read out Services Costs, discounted Costs, Cost adjustments made, final evaluated Costs and recommendations against all the Proposals evaluated.

- 18.2 Any effort by a Consultant to influence General Manager/Employer in the Proposal evaluation, Proposal comparison or Contract Award decisions may result in the rejection of his Proposal. Whereas, any Consultant feeling aggrieved may lodge a written complaint not later than fifteen days after the announcement of the Proposal evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of hiring process.

F. AWARD OF CONTRACT

IB.19. Post Qualification

- 19.1 The Employer, having credible reasons for or a prima facie evidence of any defect in Consultants' capabilities, will determine to its satisfaction that the substantially responsive, lowest evaluated Consultant, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with Qualification Criteria stipulated in the Procurement Documents.
- 19.2 The determination will take into account the Consultant's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Consultants' qualifications submitted under Clause IB.11, as well as such other information required in the Procurement Documents.

IB.20 Award Criteria & Purchaser's Right

- 20.1 Subject to Sub-Clause IB.20.2, the Employer will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the Procurement Documents and who has offered the lowest evaluated Proposal Services Cost, provided that such Consultant has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.19.
- 20.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any Proposal, and to annul the Procurement process and reject all Proposals, at any time prior to award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants of the grounds for the Employer's action except that the grounds for its rejection of all Proposals shall upon request be communicated, to any Consultant who submitted a Proposal, without justification of the grounds. Notice of the rejection of all the Proposals shall be given promptly to all the Consultants.

IB.21 Notification of Award & Signing of Contract Agreement

- 21.1 Prior to expiration of the period of Proposal validity prescribed by the Employer, the Employer will notify the successful Consultant in writing ("Letter of Acceptance") that his Proposal has been accepted.

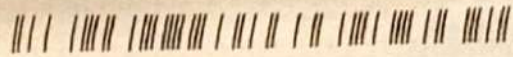
- 21.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful Consultant the Form of Contract Agreement provided in the Procurement Documents, incorporating all agreements between the parties.
- 21.3 The formal Agreement between the Employer and the successful Consultant shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful Consultant from the Employer.

IB.22 Performance Security

- 22.1 The successful Consultant shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Procurement data within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 22.2 Failure of the successful Consultant to comply with the requirements of Sub-Clauses IB.21.2 & 21.3 or 22.1 or Clause IB.23 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security.

IB.23 Integrity Pact

The Consultant shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Proposal in the Procurement Document for all Federal Government Consultancy Services contracts exceeding PKR ten (10) Million. Failure to provide such Integrity Pact shall make the Proposal non-responsive.



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: Saif Sourcing [35201-0281148-1]
Second Party	: Small And Medium Enterprises Development Authority [10000-0000000-0]
Agent	: Usman Suleman [10000-0000000-0]
Stamp Duty Paid by	: Small And Medium Enterprises Development Authority [10000-0000000-0]
Issue Date	: 26-Feb-2022, 11:26:02 AM
Paid Through Challan	: 2022DEA613FFAC99
Amount in Words	: One Thousand Two Hundred Rupees Only

Please Write Below This Line

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 26th day of February 2022 between SMALL AND MEDIUM ENTERPRISES DEVELOPMENT AUTHORITY (SMEDA) / RRI&A (hereafter called the "Employer") of the one part and SAIF SOURCING (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz SMEDA / RRI&A/22/1012 should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities
 - (h) The completed Appendices to Bid;
 - (i) The Drawings;
 - (j) The Specifications.





3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

Signature of Employer

(Seal)

Zainab
ZAINAB RIAZ
(Senior Marketing Executive)
SAIF SOURCING
CNIC-35202-7695213-40323-8497989

(Seal)

Farhan Zafar
FARHAN ZAFAR
Project Director
RRRA

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

Nabeel Javed

(Name, Title and Address)

Nabeel Javed
(CIVIL ENGINEER)
132-C OFF SOCIETY, LHR.

Muhammad Raza

(Name, Title and Address)

MUHAMMAD RAZA
Manager Projects
Ministry of Industries & Production
Government of Pakistan
MUHAMMAD RAZA
Manager Projects
SMEDA.

EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: Research, Regulatory Insight & Advocacy Assistance for SMEs (RRI&A), SMEDA
2. Method of Procurement: PPRA Clause Reference No. 36(b)
3. Title of Procurement: Invitation to Bid - Renovation Work
4. Tender Inquiry No.: 683
5. PPRA Ref. No. (TSE): TS468372E
6. Date & Time of Bid Closing: January 10, 2022, 3:00 PM
7. Date & Time of Bid Opening: Technical January 10, 2022, 3:30 PM
Financial January 24, 2022, 3.00 PM
8. No. of Bids Received: 02
9. Criteria for Bid Evaluation: 30% Technical and 70% Financial as given in Tender document
10. Details of Bid(s) Evaluation: As mentioned below

Name of Bidder	Marks		Evaluated Cost (Rs.)	Rule/Regulation/SBD*/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical	Financial		
Saif Sourcing	26.4	70	11,101,248/-	Most Advantageous Bidder
AHW Structure Pvt. Limited	Did not qualify for Technical Evaluation as it failed to meet eligibility criteria (as per Sr. No. v. of Clause 3.1 at Page # 25 (Bidding Data) of the Tender Document)			

Most Advantageous Bidder: M/s Saif Sourcing

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

Signature:.....



MUHAMMAD RAZA
Manager Projects
SMEDA
Ministry of Industries & Production
Government of Pakistan

Official Stamp:.....

* Standard Bidding Documents (SBD)