



MUHAMMAD BAQAULLAH SIDDIQUI

LIC. NO: 58,

Seat No. 43, City Court Karachi

S. NO. 96959 DATE \_\_\_\_\_  
 ISSUED TO WITH ADDRESS MR \_\_\_\_\_  
 THROUGH WITH ADDRESS \_\_\_\_\_  
 PURPOSE FOR HOSSAIN HALEEM  
 VALUERS ADVOCATE  
 STAMP VENDOR'S SIGNATURE \_\_\_\_\_

11.9 SEP 2017

OFFICE SUPERINTENDENT  
 (RUPEES FOUR HUNDRED)  
 Office, City Court  
 Karachi

01 AUG 2017

### CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi  
 on this the 18 day of September, 2017

BETWEEN

M/s. **New Vision**, having its principal place of business at 29, Ground Floor, Sunny Plaza, Hasrat Mohani Road, Karachi-74200, (hereinafter referred to as "**Supplier**", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

M/s. **SINDH MODARABA**, a Modaraba Managed by Sindh Modaraba Management Limited incorporated under the laws of Pakistan and having its Head Office 1<sup>st</sup> Floor, Imperial Court, Dr. ZiaUddin Ahmed Road Karachi, Pakistan. (Hereinafter referred to as "**THE MODARABA**", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

## WHEREAS:

“THE MODARABA” intends to acquire the services of Supplier for Supply of Printed Annual Report 2017 (goods) for its Head Office and Supplier agrees to provide the following services to the MODARABA, as per tender opening date August 25,2017, along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

## Terms & Conditions:

The terms and conditions are as follows:

- All terms and conditions of the tender document will remain part of this agreement.
- A prior notice of 10 days will be given for the supply of requisite supplies and it will be expected within 05 days of issue of the purchase order, the said supplies will be made available at the Head Office.
- A fine of Rs 1,000/- per day will be charged, if the demanded items have not been supplied after 5 days of issuance of purchase order.
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 15 days of the issuance of the purchase order, it shall be lawful for the Modaraba to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Modaraba will be final and will be legal binding on the Supplier.
- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/Services Charges/Professional Tax/Sales Tax Invoice, Income Tax, Zila/Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The Modaraba reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the MODARABA reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the MODARABA shall be final and binding upon the Supplier.
- Delivery will be made by the Supplier as prescribed by the MODARABA.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.



**Payment Schedule:**

100 % of the total amount for the Supply of Printed annual report will be paid within one month of invoice submission by the supplier.

**Performance Security:**

5% of the total tender amount of will be retained by the Modaraba as "Performance Security" and will be returned to the supplier after 90 days of supply of complete tender item.

Before release of performance security finance department of the Modaraba will check to confirm the specifications of the supplied item by the supplier. Any variation if found will disqualify the supplier along with forfeiting of the performance security and will ultimate recommendations to SPPRA authority for blacklisting of the firm.

**Authorized Representative:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Modaraba or the Supplier may be taken or executed by the officials.

**Termination of Agreement by the Modaraba:**

- If the Supplier, in the judgment of the Modaraba has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Supplier is unable to Supply Printed annual report within 15 days from the date of purchase order; and
- If the Modaraba, in its sole discretion and for any reason whatsoever, decided to terminate this agreement.

**Goods Faith:**

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

**Settlement of Disputes:**

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.




**Conflict of Interest:**

- The Supplier shall hold the Modaraba's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

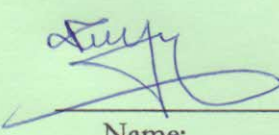
For and on Behalf of  
**NEW VISION**



  
Name: Muhammad Khalid  
Designation: proprietor  
Date:

For and on Behalf of  
**SINDH MODARABA**



  
Name:  
Designation:  
Date:

**Witnesses:**

From Sindh Modaraba.  
Name: M. Adnan Shakeel.  
S/o: Shakeel Akhter  
Address: 1st Floor, Imperial Court  
D-2 Saadudin Ahmed Road, Karachi  
CNIC #: 42201-4646190-9.

From New Vision  
Name: M. KASHIF SAHIL  
S/o: M. TARIQ  
Address: GB-194-Rexer  
line Manghopir Road, KHI.  
CNIC #: 42401-9425364-1



# NEW VISION

Printers - Publishers - Designers

Dated : 25th August, 2017

To,  
The Admin Officer  
SINDH MODARABA  
1st Floor, Imperial Court,  
Dr. Ziauddin Ahmed Road,  
Karachi - Pakistan

Subject: **TENDER FOR THE SUPPLY OF PRINTED ANNUAL REPORT 2017**

S.No.	Description	Qty.	Unit Price	Total Amount
1.	PRINTING OF ANNUAL REPORT 2017 AS PER SAMPLE OF 2016	1100 Nos.	Rs. 117.86	Rs.129,646.00
			<b>Total Amount</b>	<b>Rs.129,646.00</b>

**NOTES :**

- All prices including of all taxes.
- Delivery within 15 working days after received the purchase order.
- Validity of Quotation 90 days.

Signed by members procurement committee



For  
Muhammad Khalid  
Proprietor  
Cell : 0332-2449294

# 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. Sindh Modaraba Management Limited
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Other
- 3) TITLE OF CONTRACT Supply of Printed Annual Report 2017
- 4) TENDER NUMBER SMML/ADMIN/TD/2017/0001
- 5) BRIEF DESCRIPTION OF CONTRACT Printed Annual Report 2017 for Sindh Modaraba
- 6) FORUM THAT APPROVED THE SCHEME Chief Executive Officer
- 7) TENDER ESTIMATED VALUE Rs. 300,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 02 weeks
- 10) TENDER OPENED ON (DATE & TIME) 25-08-2017 10:30 AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 02  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT  
(Enclose a copy) Copy Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. New Vision
- 16) CONTRACT AWARD PRICE Rs. 129,646/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st Lowest

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE yes  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

Chief Executive Officer

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	S. No. 34137 dated: 08-08-2017
No	

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

Yes	
No	NO

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer



**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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IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

  
**SINDH MODARABA**

SMML/2017/09/02013

September 14, 2017

**M/s New Vision**  
29, Ground Floor, Sunny Plaza  
Hasrat Mohani Road  
Karachi-74200

Dear Sir  
Assalam o Alaikum

**Subject : Letter of Acceptance – Supply of Printed Annual Report 2017 for Sindh Modaraba**

The Management of Sindh Modaraba is pleased to accept M/s. New Vision as the successful bidder of the subject tender reference no. SMML/ADMIN/TD/2017/0001 and SPPRA serial no. 34137. You are requested to kindly visit our head office and sign the agreement within 14 days of the issuance of this letter.

Kindly acknowledge.

Sincerely Yours



**Zulfiqar Ali**  
CFO & Company Secretary



  
14-09-17

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

  
**SINDH MODARABA**

SMML/2017/09/02014

September 18, 2017

**M/s New Vision**

29, Ground Floor, Sunny Plaza  
Hasrat Mohani Road, Karachi-74200

Dear Sir

**Subject : Contract Award – Supply of Supply of Printed Annual Report 2017 for Sindh Modaraba**

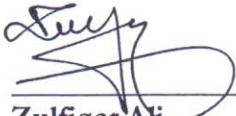
The Management of Sindh Modaraba is pleased to award the subject contract to **M/s New Vision**.

Kindly acknowledge.

Sincerely Yours

For & behalf of Sindh Modaraba.





**Zulfiqar Ali**  
CFO & Company Secretary

  
18-09-17

# SINDH MODARABA

<b>Supply of Printed Annual Report 2017 Bid Evaluation Report</b>		
1	Name of Procuring Agency	Sindh Modaraba
2	Tender Reference No.	SMML/ADMIN/TD/2017/0001
3	Tender Description	Supply of Printed Annual Report 2017
4	Method of Procurement	Single stage one envelop bidding procedure
5	Tender Published & SPPRA S.No.	S.No: 34137. Notification (08/08/2017)
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Bid Opening Date & Time	25/08/2017 at 10:30 AM
9	No. of bid qualified	02
10	Bid(s) Rejected	Nil

Details on the above as given below:

S N o	Name of Firm or Bidder	Qualified / Disqualified in Technical/ Eligibility Inspection	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs.300,000/-)	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6	7
1.	New Vision	Qualified	Rs. 129,646/-	1 <sup>st</sup> lowest	Rs. 170,354/- below the estimated cost	1 <sup>st</sup> lowest qualified bidder	Accepted
2.	Union packages	Qualified	Rs. 242,000/-	2 <sup>nd</sup> lowest	Rs. 58,000/- below the estimated cost	2 <sup>nd</sup> lowest qualified bidder	—


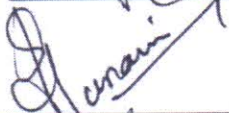
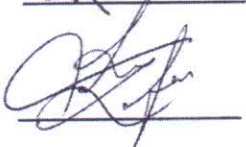
Accordingly going by the eligibility criteria in the tender document, M/s New Vision stands as 1<sup>st</sup> lowest Qualified Bidder.

### Members - Procurement Committee

Chief Financial Officer (S.M)  
(Zulfiqar Ali)

Head of I.T (SLCL)  
(Syed Farrukh Hussain)

Manager Compliance (S.M)  
(Faraz-uz-Zafar)




## Evaluation Criteria

Acquiring of 70% marks of the total score will make the bidder qualify for participating into financial bid opening. SMML shall evaluate proposals using the following eligibility criteria:

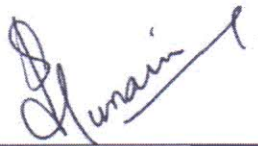
S.no.	Description	Criteria & relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded		Total Marks	Marks Obtained By New Vision	Marks Obtained By Union Packages
1	Companies on cliental list for relevant services covering last 3 years	5 Companies	Work orders / letter / emails to be attached	20	20	20
		3 Companies		10		
2	Printing machines	10 machines	List of machines with specification	20		
		5 machines		10	10	10
3	Printing / Graphic & Designing Setup	Own Setup	Attach Complete Detail	10	10	10
		Third-party		05		
4	Years in Business in requisite field	5 Years and above	NTN Certificate / Company Registration Tax	20	20	20
		3 Years and above		10		
5	Turn Over of Last 3 Years	10 Million & above	Give details	20		20
		Upto 5 Million		10	10	
<b>Total Marks</b>				<b>100</b>	<b>70/-</b>	<b>80/-</b>

### Members - Procurement Committee

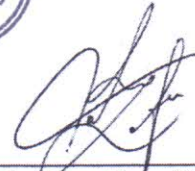




**Chief Financial Officer (S.M)**  
(Zulfiqar Ali)



**Head of I.T (SLCL)**  
(Syed Farrukh Hussain)



**Manager Compliance (S.M)**  
(Faraz-uz-Zafar)