



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

PROCUREMENT CELL

Phone # 99261261-8, (Ext # 2291), Fax # 99261255,

E-mail: dp@neduet.edu.pk



"Say No to Corruption"

Work Order

No. DP/M-IV/148274/ 8045/3073
Dated: 11-02-2022

M/s. TACE (Pvt.) Ltd.
R 210 Abid Town Block 2,
Gulshan e Iqbal
Karachi
Phone: +92-21-34964622
Email: info@tace.com.pk

Attn: Mr. Mirza Shariq Saleem, Development Manager


Sub: Hiring of Consultant for Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure for Development Scheme "Enhancement of Academic Facilities at NED University Main Campus".

It is pleased to inform that the Competent Authority of this University has accorded approval to appoint M/s. TACE (Pvt.) Ltd. for "Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure for Development Scheme "Enhancement of Academic Facilities at NED University Main Campus" with Consultancy Fee @ 1.30% of cost of work inclusive all federal and provincial duties and taxes etc. All terms and conditions shall be as per our Tender No. PC/(M-IV)/NED/Consultant/8045/01/2021.

You are required to attend the Office of Focal Person (Mega-V) for completion of the mandatory requirements e.g. Contract Agreement and Performance Bond etc. within 14 days from the date of receipt of this letter. Hence, an early action is earnestly required.

Prescribed Sales Invoice, Payment of Stamp Duty, Valid Professional Certificate of Sindh together with Job Completion / Inspection / Recommendations of Project Director / Focal Person (Mega-V) shall be required for payment. However, withholding of all federal and provincial taxes shall be apply as per schedule.

Thanking you and assuring you of our best cooperation at all the times.


Director/Procurement
11.02.2022

Copy for information:

1. PA to Vice Chancellor
2. Convener of the Consultant Selection Committee

Copy to:

- | | | | | | | | |
|----|----|-----|-----------|------|----|-----|-------------|
| i. | DF | ii. | Registrar | iii. | RA | iv. | FP (Mega-V) |
|----|----|-----|-----------|------|----|-----|-------------|

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. **NED University of Engineering Technology**
- FEDERAL / PROVINCIAL GOVT. **Provincial**
- TITLE OF CONTRACT: **Hiring of Detailed Engineering Design, Drawing, Documentation and Detailed supervision of Buildings and related infrastructure for Development Scheme “Enhancement of Academic Facilities at NED University Main Campus”**
- TENDER NUMBER: **PC/(M-IV)/NED/Consultant/8045/01/2021**
- BRIEF DESCRIPTION OF CONTRACT: **Hiring of Detailed Engineering Design, Drawing, Documentation and Detailed supervision of Buildings and related Infrastructure for Development Scheme “Enhancement of Academic Facilities at NED University Main Campus”**
-
- TENDER VALUE: **Rs. 9.535 million**
- ENGINEER'S ESTIMATE _____ **N/A** _____
(for civil Works only)
- ESTIMATED COMPLETION PERIOD **24 months** _____
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? _____ **YES** _____ Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website _____ **Yes, Tender # TS466076E** _____ Yes / No (Federal
Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers : **Yes, [Dawn, Jang, Awwami Awaz]** _____ Yes / No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) **11.01.2022 [11:30: A.M.]**
- NATURE OF PURCHASE _____ **LOCAL** _____ Local / International

-: 2 :-

- EXTENSION IN DUE DATE (If any) No Yes / No
- NUMBER OF TENDER DOCUMENTS SOLD 05
(Attach list of Buyers) – **Copy Annex – 'A'**
- WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS YES Yes / No
(If yes enclose a copy). – **Copy Annex – 'B'**
- WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS YES Yes / No
(If yes enclose a copy). – **Copy Annex – 'C'**
- 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.) NO
- WHO IS THE APPROVING AUTHORITY: **VICE CHANCELLOR**
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. No
- NUMBER OF BIDS RECEIVED 02
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: Yes
- WHETHER INTEGRITY PACT WAS SIGNED Yes Yes / No
Copy Annex – 'F'

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 _____ **02** _____

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER

M/s. TACE (Pvt.) Ltd.,
R 210 Abid Town Block 2,
Gulshan e Iqbal
Karachi.
Phone: +92-21 34964622
Email: info@tace.com.pk

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

Most Advantageous Bidder

➤ NEED ANALYSIS (Why the procurement was necessary?) **Hiring of Detailed Engineering Design, Drawing, Documentation and Detailed supervision of Buildings and related infrastructure for Development Scheme “ Enhancement of Academic Facilities at NED University Main Campus”**

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) _____ **N/A** _____

- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes
- DATE OF CONTRACT SIGNING 11.02.2022
(Attach a copy of agreement) - **Copy Annex – 'D'**
- CONTRACT AWARD PRICE: **Consultancy Fee @ 1.30% of cost of work**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS YES
(Attach copy of the bid evaluation report) - **Copy Annex – 'E'**
- ANY COMPLAINTS RECEIVED No
(If yes result thereof)

- 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)
N/A

List of Buyers (Tender Documents sold)

Annex - 'A'

S#.	Name & Address
1.	M/s. Zishan Engineers
2.	M/s. Shahzad Associates
3.	M/s. Zaheuddin Consultants (Pvt.) Ltd
4.	M/s. Velosi Integrity
5.	M/s. TACE PVT LTD

Your financial proposal should be prepared using the formats attached as **Form-11**; else the proposal of applicant firm will be rejected.

- 3.7. The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 3.8. Costs shall be expressed in Pak Rs. Inclusive of all taxes.
- 3.9. All the prevailing applicable Provincial and federal Govt. taxes will be deducted from the consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

4. SUBMISSION OF PROPOSALS:

- 4.1. You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spring binding not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2. Amount of bid security is 2% of the bid amount to be submitted in separate sealed envelope placed with sealed envelope of Financial proposal.
- 4.3. In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.4. The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.5. The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.6. The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its

best effort to complete negotiations at the location stated in the Data Sheet within this period.

- 4.7. In case of sudden holiday on bid opening day, bid will be opened on next working day.

5. PROPOSAL EVALUATION:

- 5.1. *Least cost selection* shall be adopted as per PPRA Rules 2004 & Regulations amended time to time. Firms shall be evaluated technically on the basis of the responsiveness to the Terms of Reference.

Technical Proposal:

- 5.2. The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the below table & annexed technical proposal forms as under.

SN	Component	Weightage
1	Experience on similar & general projects	40
2	Quality of Staff	40
3	Financial Capability	10
4	Approach & Methodology	10
Total		100

- 5.3. The firms obtaining 60% & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 60% will be returned unopened.

ELIGIBILITY	Registration with FBR, SRB, Pakistan Engineering Council (PEC) and /or with Pakistan Council for Architects and Town Planners (PCATP) with updated renewal of valid Professional Tax Certificate by Government of Sindh
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5.4. Technical Proposal Evaluation Criteria:

- (i) Experience on similar & General Projects **40 Marks**
- a. Similar Projects (Ongoing and Completed) **25 Marks**
- Five (05) Academic/ Educational buildings ongoing/completed during

best effort to complete negotiations at the location stated in the Data Sheet within this period.

- 4.7. In case of sudden holiday on bid opening day, bid will be opened on next working day.

5. PROPOSAL EVALUATION:

- 5.1. **Least cost selection** shall be adopted as per PPRA Rules 2004 & Regulations amended time to time. Firms shall be evaluated technically on the basis of the responsiveness to the Terms of Reference.

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ELIGIBILITY	Registration with FBR, SRB, Pakistan Engineering Council (PEC) and /or with Pakistan Council for Architects and Town Planners (PCATP) with updated renewal of valid Professional Tax Certificate by Government of Sindh
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5.4. Technical Proposal Evaluation Criteria:

- (i) Experience on similar & General Projects **40 Marks**
- a. Similar Projects (Ongoing and Completed) **25 Marks**
- Five (05) Academic/ Educational buildings ongoing/completed during

last 10 years (Development works in HEIs/Universities only). The project cost must be equal or more than **civil work cost** Rs.40 million to get the points. The Projects which are not academic/ educational buildings and / or less than **civil work cost** Rs.40 million will not be considered for points in this category.

Similar Projects	
Number of Projects	Weightage
1	25%
2	45%
3	75%
4	90%
5	100%

b. General Projects (Ongoing and Completed): 15 Marks

Ten (10) completed / ongoing General projects of buildings during last 10 years. The project cost must be more than civil work cost Rs.40 million to get the points

General Projects	
Number of Projects	Weightage
Min: 2	25%
3-5	60%
6-7	85%
8-9	95%
10	100%

Note: The firm shall submit copies of work orders, completion certificates and satisfactory report (*in case of ongoing works, if any*).

(ii) Evaluation of Quality of Staff: 40 Marks

a) Design Consultancy:

1. Architect 10 Points

B. Arch with 10 years relevant experience

2. Structural Engineer: 05 Points

MS Structural Engineering with 10 years relevant experience

Or B.E Civil with 15 years relevant experience

3. Electrical Engineer: 05 Points

B.E Electrical with 08 years relevant experience

4. **HVAC/Plumbing Engineer :** **05 Points**
B.E Mechanical with 08 years relevant experience
5. **Project Manager (Head Office Support):** **05 Points**
MS Civil Engineering with 10 years relevant experience
Or B.E Civil with 15 years relevant experience
- b) **Supervision Consultancy (Staff will be deputed full time at site by the successful Consultant)**
 1. **Resident Engineer (01 No.)** **07 Points**
MS Civil Engineering with 10 years relevant experience
Or B.E Civil with 15 years relevant experience
 2. **Site Supervisor/ Inspector Civil (02 No.s):** **1.5 Points each**
DAE Civil with 05 years relevant experience

The Evaluation of Technical Staff will be made as per following weightage:

- | | |
|-----------------------------|-----|
| i. Education/ Qualification | 40% |
| ii. Relevant experience | 60% |

- (iii) **Financial Capability (Historical Financial Performance):** **10 Points**

Average annual consultancy turnover for last three (03) years Rs. 15 million or above based on financial statements will fetch full hundred percent point. Other applicant will be assessed as per following. Attach documentary proof of audited financial statements of last three Financial Years.

Average Annual Turnover for last Three (03) Years	
In PKR	Points
Above Rs. 15.0 million	Full Points/10 Points
From Rs. 12.0 to Rs. 15.0 million	8 points
From Rs. 9.0 to Rs. 12.0 million	6 points
Below Rs. 9.0 million	No points

- (iv) **Proposed Methodology** **10 Points**
1. **Work/ Schedule plan** **02 Points**
Submit work/ schedule plan from design till completion of projects.
 2. **Organogram proposed for site supervision** **02 Points**
Submit organogram plan / chart for site supervision team & their core responsibilities/ methodology.
 3. **Quality Control Policy** **03 Points**
Provide quality control policy/ methodology opted by consultant. List down

- (ii) The Consultant shall provide the reports within the time period specified by the PA

2. Term The Consultant shall perform the Services during the period and continuing till completion of Works or any other period as may be subsequently agreed by the parties in writing.

3. Payment Payment Conditions

Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the coordinator designated.

Design and Supervision fee:

Description	% Of bid cost
Design fee	0.5 %
Detailed Supervision fee	0.8 %
Total	1.30 %

A. Design Phase

Provisional design fee for stage-1, stage-2 and stage-3 shall be calculated on the basis of unit cost Rs. 3400/ per sq.ft. The mode of payment shall be based on completion of the services under various parts as follows as a percentage of provisional design fee:

Stages	Description	Percentage of provisional Design Fees
Stage-1	Submission of soil investigation/ survey reports. Preliminary / Schematic Design & Drawings Phase,	10%
Stage-2	Design Development Phase	35%
Stage-3	Construction Documents Phase	45%
Stage-4	On Commissioning/start of construction work (Final design fee)	remaining fee on the basis of work order cost of contractors

B. Supervision Phase:

Sr. No.	Designation	Numbers Deployed on site	Supervision Fee
1	Resident Engineer	01 No.	0.80 % of Bid cost of contractor
2	Site Supervisor/ Inspector	02 No.s	

- Cost is inclusive of all Federal and Provincial taxes and duties.

- It will be paid on monthly basis calculated at supervision fee divided equally on supervision phase of 20 months
- In case extension is granted for completion of work; payment will be made to consultant at previous rate

4. Project Administration

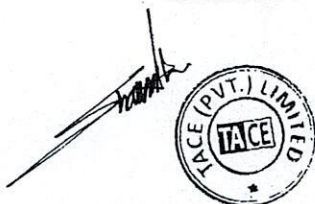
A. Coordinator

Focal Person/ Project Coordinator (Mega-V) as PA's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the coordinator.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.
- 8. Consultant not be engaged in certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
- 10. Assignment** The Consultant shall not assign this Contract or subcontract any portion thereof without the PA's prior written consent.
- 11. Law Govering Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.



The time period shall be: **Design & Documentation** {Four (04) months}

Detailed Supervision {Twenty (20) months after award of work(s) to contractor}

Article- 1: APPOINTMENT OF CONSULTANT

The UNIVERSITY hereby appoints the CONSULTANT and the latter hereby accept the appointment on the terms and conditions vide our letter No. _____ dated _____ and your letter No. _____ dated _____ set forth hereinafter.

Article- 2: SCOPE OF SERVICES

The following services will be included in the Scope of Services:

STAGE 1 – PRELIMINARY/SCHEMATIC PLANNING AND INVESTIGATION PHASE

The Consultant shall submit preliminary planning proposals to the University for approval and for this purpose he shall:

- (i) Carry out Soil investigation survey and reports
- (ii) Propose Master Planning & Layout of the new buildings.
- (iii) Furnish Schematic Plans, Elevations, Sections & Perspective Views of proposed building/structure.
- (iv) Make site investigations necessary for proper design and construction of the Project and check the structural stability of existing buildings for addition of another floor if required.
- (v) Prepare statement of probable project construction cost based on plinth area or other sufficient preliminary information regarding the project.
- (vi) Prepare 3-D rendered drawings/views of projects (computer generated) and submit Preliminary Drawings/Design feasibility report.
- (vii) Phasing and time schedule of the Project.

STAGE 2 – DESIGN DEVELOPMENT PHASE

This phase will include the preparation of Working/Shop Drawings, Specifications, Details and Schedule of Finishes from the approved preliminary/schematic drawings in respect of the following: -

- (i) Architectural Drawings
- (ii) Structural Drawings
- (iii) Water Supply and Sanitary Drawings (Internal & External).
- (iv) Electrification Drawings (Internal & External).
- (v) HVAC Drawings
- (vi) Telecommunication & Gas Supply System Drawings.
- (vii) Networking Drawings.

STAGE 3 – CONSTRUCTION DOCUMENTS PHASE

Under this Phase the Consultants shall:

- (i) Prepare Tender drawings of A3 size/suitable size and submit Twelve (12) complete set of Tender Documents along-with drawings for each work/package/ lot.
- (ii) Prepare working drawings of A0 size/suitable size and submit Four (04) complete set of Drawings for each work/package/ lot

- (iii) Submit design calculations in hard and soft copy.
- (iv) Prepare Description of works.
- (v) Submit Engineering estimate based on prevailing market rates and Composite Scheduled Rates of Government of Sindh.
- (vi) Prepare Pre-qualification Documents for Contractors.
- (vii) Scrutinize Pre-qualification of Contractor's applications and submit recommendations to the University.
- (viii) Prepare Standard Bid Documents (PEC/ECNEC/PPRA Approved) for small/large projects according to estimated cost.
- (ix) Scrutinize bids and submit report to the University and give recommendation for award of work.
- (x) Prepare Contract Agreement.

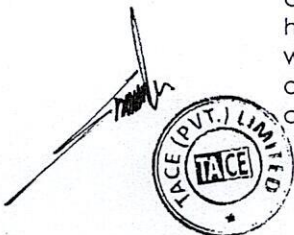
STAGE 4 – CONSTRUCTION PHASE

This phase will include detailed supervision of construction

DETAILED SUPERVISION OF CONSTRUCTION

The Consultants shall provide following services under detailed Supervision: -

- i. Advise on the preparation of any contract relating to accepted tender for carrying out the works.
- ii. Issue necessary instructions to the Contractors with approval of the Client, to enable them to prepare their work/shop drawings; and check and approve the shop drawings.
- iii. Examine Contractors' proposals and their details.
- iv. Assist in settling disputes or differences, which may have arisen between the Client and the contractors.
- v. Deliver to the Client such records as are necessary for the operation and maintenance of the works.
- vi. Inspect the works prior to the expiration of the guarantee provided by the construction contract.
- vii. Undertake detailed supervision of the various stages of construction of the works, appoint Consultants Representative on site, duly qualified to cope up with the proper and effective execution of the works. The supervision to be undertaken by the Consultants shall include:
 - a) Checking of correct marking on the ground of the designed buildings, in relation to Bench Mark and Base Line.
 - b) Checking the layout of all the infra-structure and Re-adjusting the layouts and/or the designs if such re-adjustment prove necessary according to requirements.
 - c) Fixing up design criteria and testing for structural and other materials before the start of the work so that it corresponds with design and make necessary changes if required, with prior consultation with the Client and his written/verbal approval.
 - d) Ensuring during construction selection and use of building materials in accordance with the specifications, accepting or rejecting the test reports, and recommending to Client for further action on Request for Material Inspection Form on the arrival of Materials at site.
 - e) Ensuring that the Contractors carry out the construction in accordance with the final drawings and tender documents on Request for Inspection Form of every activity and inform Client on Major activities such as testing and concreting.
 - f) Suggesting substitute materials, whenever any material is not available and working out the cost of such materials, the credits to be allowed in favor of Client or contractor and the adjustments in design, if necessary, due to such substitutions.
 - g) Completing existing drawings and/or issuing new detailed drawings whenever it is deemed necessary to make adjustments in the construction.
 - h) Holding meetings with the Client as desired and contractors as and when so required. Regular meetings programs will be fixed in advance of start-up of the construction, which is to be followed throughout the construction period.



- i) Advise the Client for suspending of work whenever plans are not being accurately implemented or the work is not being done according to specifications.
- j) Ensuring that the contractors fulfill their obligations generally and particularly in respect of the proper implementation of the time schedule agreed upon by the Client and the contractor.
- k) Initiating variations in instructions relating to the works with prior permission of the Client.
- l) Checking bills for the works executed, recording measurement books and issuing certificates of payments to the contractors.
- m) Guarding the Client against the defects and deficiencies in the working of the contractors.
- n) Supervising the replacement of any work damaged by fire or other causes during construction.
- o) Advise the Procuring agency for Arranging for the work to proceed, if the contractors fail to proceed with the construction due to delinquency or insolvency.
- p) Checking completion drawings, showing construction changes in the works and final locations of mechanical service lines and outlets, and submission to the Client for maintenance purpose.
- q) Issuing completion certificate to contractors after entire satisfaction of the Client.
- r) Determining delays, extension of time and/or penalties against the Contractor and taking all precautionary measures to complete construction according to time schedule, and submission to the Client for further action.
- s) Check, approve and submit to university 02 sets "As Built" drawings submitted by the contractors both in Hard copy and soft copy (Auto CAD) format

STAGE 5 – PROGRESS & OTHER REPORTS: -

- a. Prepare & submit inspection reports & weekly, monthly, quarterly & yearly progress reports to the PA.
- b. The consultant shall produce as necessary technical reports & possession papers dealing with technical matters arising during the projects
- c. The consultant shall prepare an interim completion reports for contracts, which reach the stage of substantial completion.

STAGE 6 – POST COMPLETION STAGE: -

- a. Vetting of as-built drawings / inventories, other project documents and all correspondence made with the contractor/Client/other agencies after successful completion of the project.
- b. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.
- c. Processing and recommendation of contractor's security after successful completion of defect liability period.
- d. The consultants shall be accountable and shall indemnify the Client against defects, losses, damages and overpayment (if any) as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

The NED University of Engineering and Technology, reserves the right to accept or reject any or all proposals under relevant provisions of PPRA rule, and reserves the right of vetting of the design.



STAGE 7 – COOPERATION, ASSISTANCE & JOINT MEASUREMENT: -

- (a) Assist Employer with interpretation of Drawings & Contract Documents, more particularly with respect to any disputes with the Contract or other affected parties.
- (b) Inform Employer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution(s) to overcome the same.
- (c) Evaluate and make recommendations for the Engineer's actions with respect to claims, disputes, extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the claims by Engineer, the exact quantification of claims. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendation of making it conditional or otherwise must be submitted.
- (d) Respond to the requests made by the Employer for application of special attention to any area/activity or in other matter, which is deemed important by the Employer.
- (e) Recommend interim request and carry out joint measurements with the Contractor for preparing a document, which clearly and accurately describes the work done and payments due.
- (f) Participate in accepting the completed Works and prepare a Final Report testifying and certifying the acceptability of the completion works.
- (g) Cooperate with the Employer, and the Contractor in the use where required of, project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.

3. PROFESSIONAL CONDUCT

The professional conduct of the CONSULTANT shall be generally governed by the Code of Professional Conduct of the Pakistan Engineering Council BY LAWS 1986.

4. TIME SCHEDULE

- (a) To prepare the Preliminary Schematic/ Drawings, which includes preparation of plans & 3D elevations within two months for approval from HEC & Planning Commission.
- (b) To prepare Design Development and Construction Documents after approval of plans & elevations from HEC & Planning Commission within one (01) month. The work is to be completed in lots/parts.
- (c) The time for "**Detailed Supervision**" will be 20 months from the date of award of the first Construction work under this agreement.

Delay Damages:

The Consultant shall be liable for delay in providing the Services within the time frame as per the Contract; Failure to comply with the schedule of delivery, due to fault of the Consultants, will attract delay damages which shall be levied @ one twentieth percent (0.05%) per day of the consultancy fee pertaining to the relevant component of the Services beyond the schedule: Provided that the total delay damages shall not exceed five percent (05%) of the total consultancy fee.



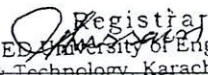
Article-3: SERVICE OF NOTICES

- (i) Official Notices to the UNIVERSITY shall be addressed to:
The Project Coordinator Mega-V
NED University of Engineering and Technology, Karachi
- (ii) Official Notices to the CONSULTANT shall be addressed to:
Mr. Tanveer Ahsan
R-210, Abid Town, Block-2, Gulshan-e-Iqbal, Karachi.
- (iii) The Notices to be given under the terms of this Agreement shall be served by sending the same by registered post/ courier or leaving the same at the address given above securing receipt.

IN MANIFESTATION OF OUR INTENT, WE have executed this Agreement at Karachi and signed two copies thereof, each of which will be deemed to be the original.

**FOR NED UNIVERSITY OF
ENGINEERING AND TECHNOLOGY**

For and on behalf of the NED
University of Engineering and
Technology, Karachi

Signature: 
Name _____
Designation _____
Date _____

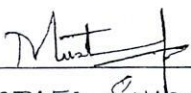
FOR TACE PVT. LTD.

For and on behalf of
Messrs. TACE PVT. LTD.

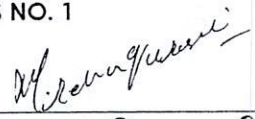

Name SHARIF SALEEM
Designation CONSULTANT
Date 24th Feb 2022



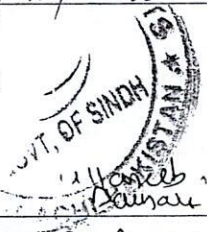
WITNESS NO. 1

Signature: 
Name MUSTAFA SHABBAR
Designation FOCAL PERSON (MEGA-V)
Date 24/02/2022


WITNESS NO. 1


Name MUHAMMAD RAZA QURESHI
Designation PRIVATE
Date 24th Feb 2022

WITNESS NO. 2

Signature: 
Name HASEEB ANSARI
Designation Dy. DIRECTOR (PEM)
Date 24/02/2022

WITNESS NO. 2


Name MUHAMMAD HASAN ALAMI
Designation PRIVATE
Date 24th Feb 2022

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Annex - 'E'

F/SOP/PC 01/05/00

**BID EVALUATION REPORT**

1. Name of Procuring Agency: **NED University of Engineering and Technology, Karachi**
2. Tender Reference No: **PC(M-IV) NED/Consultant/8045/01/2021**
3. Tender Description/Name of work/item: **Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure under Enhancement of Academic Facilities at NED University main Campus**
4. Method of Procurement: **RFP on Single Stage Two Envelopes (Least Cost Selection)**
5. Tender Published: **Daily Dawn, Daily Jang and Awami Awaz 26-11-2021 – Copy enclosed.**
6. Total Bid documents Sold: Five (05)
7. Total Bids Received: Two (02)
8. Technical Bid Opening date: (if applicable) **06-01-2022**
9. No. of Bid technically qualified (if applicable): Two (02)
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: **11.01.2022**
12. Bid Evaluation Report:

Final Ranking	Name of Firm or Bidder	Cost offered by the Bidder (Rupees)	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
01	02	03	04	05	5	6
01.	M/s. TACE (Pvt.) Ltd.	a) 0.5% Design Development & Documentation Fees b) 0.80% Detailed Supervision Fees for 20 months Total Fees 1.30%	01	Within approved Budget Allocation	Accepted being the Most Advantageous Bidder	
02	M/s. Shahzad Associate	a) 1.11% Design Development & Documentation Fees b) 1.70% Detailed Supervision Fees for 20 months Total Fees 2.81%	02	---	Responsive Bidder but Firm has quoted high Price	

Signatures of the Members of the Committee.

Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)

Engr. Sadia Jabeen Member
Civil Engineer /HEJ
University of Karachi

Mr. Salman Manzoor Hasan
Member
Assistant Professor
Deptt. of Architecture

Mr. Abdul Wahab
Member
Director Procurement
NEDUET

Muhammad Sajeeruddin
Member
Director Finance

Prof. Dr. Asad-ur-Rehman Khan
Convener
Dean (CPL), NEDUET

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Annexure-I

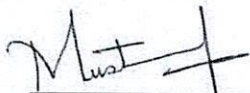
ENHANCEMENT OF ACADEMIC FACILITIES AT NED UNIVERSITY

(MEGA-V)

SELECTION OF CONSULTANT

ELIGIBILITY EVALUATION

S.NO	DETAILS / PARTICULARS	MESSRS. SHAHZAD ASSOCIATES.	MESSRS. TACE PVT. LTD.
1.	F.B.R.	NTN # 1131846-5 Date of Issue: 28-04-2005	NTN # 4399434-2 Date of Issue: 12-02-2015
2.	S.R.B.	No. 1131846-5 Date of Issue: 23-11-2020	No. 4399434-2 Date of Issue: 31-08-2015
3.	P.E.C.	CONSULT/1268 1201, 1202, 1203(i)(ii), 1204(i), 1226, 1231, 1235 (For Civil Engineering Works Only)	CONSULT/1400 1201, 1213, 1235 (For Civil Engineering Works Only)
	PCATP	FA/00015/2014/CATEGORY A-1 Valid: 31-12-2021	---
4.	Professional Tax Certificate	No. 172897 (2021-2022) Valid: 30-06-2022	No. 624 (2020-2021) Valid: 30-06-2021
	Remarks / Conclusion	Eligible	Eligible

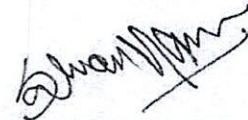


Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)

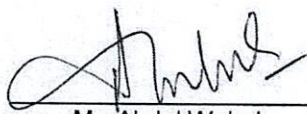
Prof. Dr. Atif Mustafa
Member
Chairperson,
Environment Engg.



Engr. Sadia Jabeen
Member
Civil Engineer / HEJ
University of Karachi



Mr. Salman Manzoor
Hasan
Member
Asst. Prof. / Deptt. of
Architecture



Mr. Abdul Wahab
Member
Director Procurement



Muhammad Sajeeruddin
Member
Director Finance



Prof. Dr. Asad ur Rehman Khan
Convener
Dean (CPL)

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ENHANCEMENT OF ACADEMIC FACILITIES AT NED UNIVERSITY

Minutes of the Meeting of the Consultant Selection Committee for Technical evaluation of bids held on 06.01.2022

The Meeting of the Consultant Selection Committee for appointment of Consultant for project entitled "Enhancement of Academic Facilities at NED University" was held on 06.01.2022 at 11:00 hrs at 2nd floor, CCEE (Academy). Following attended the meeting:

Sr. No	Name	Designation
1.	Prof. Dr. Asadur Rehman Khan Dean, Faculty of Civil and Petroleum Engineering	Convener
2.	Muhammad Sajeeruddin Director Finance	Member
3.	Mr. Salman Manzoor Hassan Architect/ Assistant Professor Department of Architecture & Planning	Member
4.	Ms. Sadia Jabeen HEJ/ICCBS	Technical member
5.	Mr. Abdul Wahab Director Procurement	Member
6.	Engr. Mustafa Shabbir Focal Person	Member/Secretary

The meeting commenced with recitation of verses from the Holy Quran by Chairman of the Committee.

Quorum SPP Rule 68 (2)	For hiring of Consulting Firms costing upto Rs 5 million , the Chairman, Technical Member and any one member of Consultants Selection Committee shall form the quorum for conducting the business of the Consultants Selection Committee.
-----------------------------------	---

Before consideration of items, Secretary gave status of quorum and an introductory explanation. After taking into account the overview presented by Secretary, the Committee then taken the following decisions:

Item No. 1 Approval of Eligibility of Consultants

The eligibility of two Consulting Firms were examined by the committee in the light of criteria given in the Bidding Documents. Accordingly both the firms M/s. Shahzad Associates and M/s. TACE Pvt. Ltd. were found eligible

Item No. 2 Approval of Technical Evaluation Report of Consultants

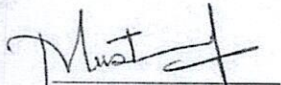
The committee prepared Technical Evaluation Report in accordance with the criteria set forth in the bidding document. Resulted; both the firms M/s. Shahzad Associates and M/s. TACE Pvt. Ltd. were found technically qualified


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Item No. 3 Date of Opening of Financial Proposals of Technically Qualified Firms

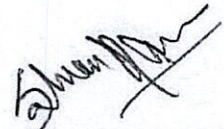
After brief discussion, it was decided that Financial Proposals of Technically Qualified Firms be opened on 11.01.2022 by the consultant selection committee and in the presence of representative of firms (who desire to attend the meeting).

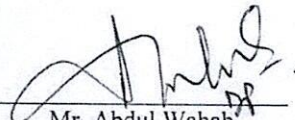
The meeting ended with a vote of thanks to and from the Chair.

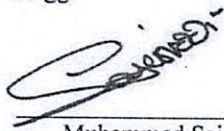

Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)



Prof. Dr. Atif Mustafa
Member
Chairperson, Environment
Engg.


Engr. Sadia Jabeen
Member
Civil Engineer / HEJ
University of Karachi


Mr. Salman Manzoor Hasan
Member
Asst. Prof. / Deptt. of
Architecture


Mr. Abdul Wahab
Member
Director Procurement


Muhammad Sajeeruddin
Member
Director Finance


Prof. Dr. Asad ur Rehman Khan
Convener
Dean (CPL)

Dated: 10.01.22

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI

COMPARATIVE STATEMENT

MEETING OF CONSULTANT SELECTION COMMITTEE FOR

OPENING OF FINANCIAL PROPOSALS

Date	Time	Venue
11.01.2022	11:30 AM	Meeting Room CCEE
Name of Project:	Enhancement of Academic Facilities at NED University of Engineering & Technology.	
Name of Work:	Opening of Financial proposals for Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and related Infrastructure under Enhancement of Academic facilities at NED University, Main Campus	

The estimated cost of the work is Rs 210.177 million. As described in RFP, the Consultant shall quote their price in percentage on the basis of estimated cost of Rs. 210.177 million

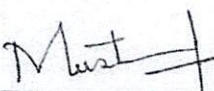
Sr. No.	Description	Description	M/s. TACE Pvt. Ltd	M/s. Shahzad Associates
A	For Design, Development and Documentation stage	Percentage of Fee		
i.	Soil Investigation/ Surveys/ Testing (Cost will be borne by the consultant)			0.38%
ii.	Preliminary/Schematic Drawings Phase			0.18%
iii.	Design Development Phase		0.5%	
iv.	Construction Documents Phase including subsequent revisions during execution of work			0.35%
v.	Checking & verification of bills, bar bending schedule, material submittals, office support etc..			0.20%
		(Fee %.)	0.5%	1.11%
		Total –A (Rs.)	1,050,885.00	2,332,964.70

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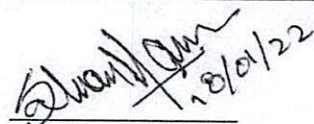
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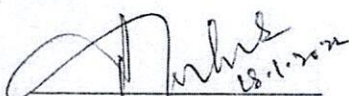
(Continued)

Sr. No.	Description	Description	M/s. TACE Pvt. Ltd	M/s. Shahzad Associates
B	Detailed supervision for 20 months. Following staff is required full time	Percentage of Fee		
i.	Resident Engineer (01 No.)		0.80%	1.70%
ii.	Site Supervisor/ Inspector (02 No.s)			
	Total -B (Rs.)		1,681,416.00	3,573,009
	Total Fee (A+B)		1.30 %	2.81 %
	Grand Total (A+B) (Rs.)		2,732,301.00	5,905,973.70
	Ranking		First Lowest responsive bidder	Second Lowest responsive bidder

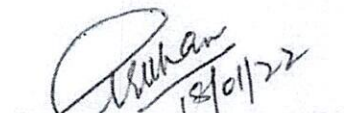

Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)


Engr. Sadia Jabeen
Member
Civil Engineer / HEJ
University of Karachi


Mr. Salman Manzoor Hasan
Member
Asst. Prof. / Deptt. of Architecture


Mr. Abdul Wahab
Member
Director Procurement


Muhammad Sajeeruddin
Member
Director Finance


Prof. Dr. Asad ur Rehman Khan
Convener
Dean (CPL)

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI

MINUTES OF MEETING OF OPENING OF

FINANCIAL PROPOSALS

The consultant selection committee met on 11.01.22 under convenorship of Prof. Dr. Asadur Rehman Khan (Dean CPL) for opening of financial proposals for appointment of Consultant of Civil works under project Enhancement of Academic Facilities at NED University of Engineering & Technology. The Following attended the meeting:

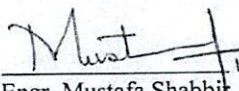
Name	Designation
Prof. Dr. Asadur Rehman Khan Convener/Dean (CPL)	Engr. Sadia Jabeen Member/ HEJ/ICCBS
Muhammad Sajeeruddin Member (DF)	Mr. Abdul Wahab Member / Director Procurement
Mr. Salman Manzoor Member (AiP Deptt. of Arch.)	Mustafa Shabbir Secretary/ Focal Person

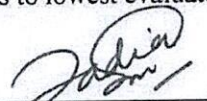
The financial proposals were opened and announced in presence of representative of bidders. The earnest money submitted by the bidders were checked and found in order. The comparative statement was also prepared by the committee. The following is the summary of the financial bids submitted by the bidder

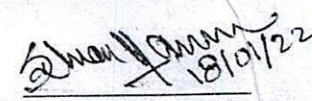
Sr. No.	Description	Description	M/s. TACE Pvt. Ltd	M/s. Shahzad Associates
1	For Design, Development and Documentation stage	Percentage of Fee	0.5 %	1.11%
2	Detailed supervision for 20 months.		0.80%	1.70%
Total			1.30 %	2.81 %

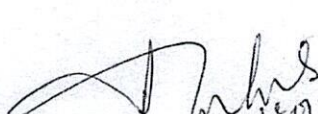
After much discussion the committee made the following recommendations:

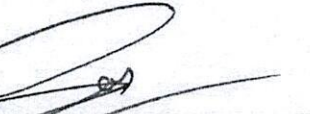
Recommendation: "It is recommended to award the work entitled Detailed Engineering Design, Drawings Documentation and Detailed Supervision of Buildings and related Infrastructure under Enhancement of Academic facilities at NED University, Main Campus to lowest evaluated responsive bidder M/s. TACE Pvt. Ltd."

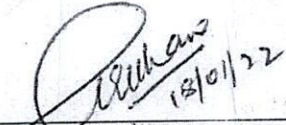

Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)


Engr. Sadia Jabeen
Member
Civil Engineer / HEJ
University of Karachi


Mr. Salman Manzoor Hasan
Member
Asst. Prof. / Deptt. of Architecture


Mr. Abdul Wahab
Member
Director Procurement


Muhammad Sajeeruddin
Member
Director Finance

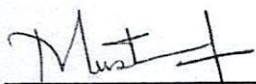

Prof. Dr. Asadur Rehman Khan
Convener
Dean (CPL)

**ENHANCEMENT OF ACADEMIC FACILITIES AT NED UNIVERSITY
(MEGA-V)****SELECTION OF CONSULTANT
TECHNICAL EVALUATION**

S. No.	Description	Messrs. Shahzad Associates	Messrs. TACE (Pvt.) Limited
(i)	Experience on similar & General Projects: (40 Marks)	Remarks	Remarks
	(a) Similar Projects (Ongoing and Completed) (25 Marks)	25	10
	(b) General Projects (Ongoing and Completed) (15 Marks)	10	15
(ii)	Evaluation of Quality of Staff: (40 Marks)		
	(a) Design Consultancy:		
	1. Architect (10 Points)	10	10
	2. Structural Engineer (05 Points)	05	05
	3. Electrical Engineer (05 Points)	05	05
	4. HVAC/Plumbing Engineer (05 Points)	05	05
	5. Project Manager (Head Office Support)	05	05
	(b) Supervision Consultancy (Staff will be deputed full time at site by the successful Consultant)		
	1. Resident Engineer (07 Points)	02	07
	2. Site Supervisor/ Inspector Civil (02 Nos.)	00	03
(iii)	Financial Capability (Historical Financial Performance): (10 Points)	10	05

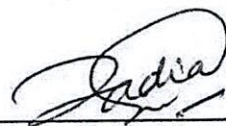
(iv)	Proposed Methodology: (10 Points)		
	1. Work/ Schedule plan (02 Points)	01	01
	2. Organogram proposed for site supervision (02 Points)	00	00
	3. Quality Control Policy (03 Points)	00	00
	4. Progress Monitoring and Control (03 Points)	02	02
	Total marks obtained	80	73
	Minimum marks required	60	

- Messrs Shahzad Associates and Messrs. TACE Pvt. Ltd. have secured 80 and 73 marks respectively (more than minimum required marks). Therefore both firms qualified technically and their financial proposals will be opened at specified date and time

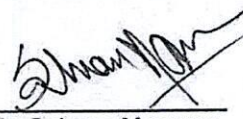


Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)

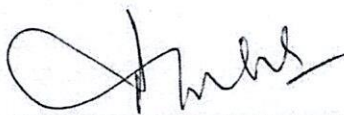
Prof. Dr. Atif Mustafa
Member
Chairperson,
Environment Engg.



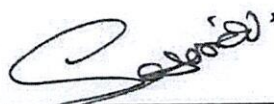
Engr. Sadia Jabeen
Member
Civil Engineer / HEJ
University of Karachi



Mr. Salman Manzoor
Hasan
Member
Asst. Prof. / Deptt. of
Architecture



Mr. Abdul Wahab
Member
Director Procurement



Muhammad Sajeeruddin
Member
Director Finance



Prof. Dr. Asad ur Rehman Khan
Convener
Dean (CPL)

Dated:

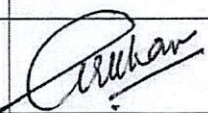
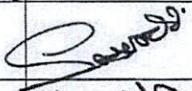
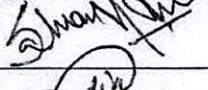
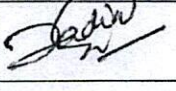
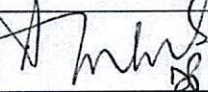
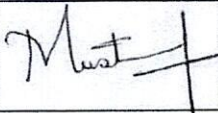
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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI
ATTENDANCE SHEET
MEETING OF CONSULTANT SELECTION COMMITTEE
EVALAUTION OF TECHNICAL PROPOSAL

Date	Time	Venue
06.01.2022	11:00 AM	CCEE

Name of Development Project: Enhancement of Acaedemic Facilitites at NED University of Engineering & Technology.

Name of Work: Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure under Enhancement of Academic Facilities at NED University, Main Campus

Sr. No	Name	Designation	Signature
1.	Prof. Dr. Asadur Rehman Khan Convener	Dean, Faculty of Civil and Petroleum Engineering	
2.	Muhammad Sajeeruddin Member	Director Finance	
3	Mr. Salman Manzoor Member	Assistant Professor Architecture and Planning	
4.	Engr. Sadia Jabeen Member	HEJ/ICCBS	
5.	Dr. Atif Mustafa Member	Chairman Department of Environmental Engineering	—
6	Mr. Abdul Wahab Member	Director Procurement (NED)	
7.	Mustafa Shabbir Secretary	Focal Person	

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI

ATTENDANCE SHEET

MEETING OF CONSULTANT SELECTION COMMITTEE


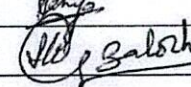
OPENING OF FINANCIAL PROPOSAL

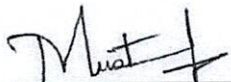
Date	Time	Venue
11.01.22	11:30 AM	CCEE Main admin building


Name of Development Project: Enhancement of Academic Facilities at NED University of Engineering & Technology.

Name of Work: Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure under Enhancement of Academic Facilities at NED University, Main Campus

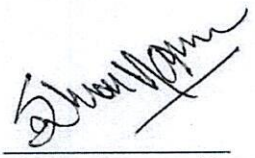
BIDDERS ATTENDANCE SHEET

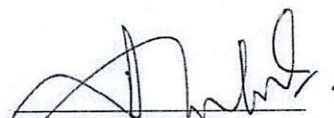
Sr. No	Name of Firm	Name & Designation of representative	Signature
	TACE Pvt. Ltd	YAHYA ARSHAD	
	Shahzad Associates	Shaheryar Baloch	



Engr. Mustafa Shabbir
Member / Secretary
Focal Person (M-V)



Prof. Dr. Atif Mustafa
Member
Chairperson, Environment
Engg.


Engr. Sadia Jabeen
Member
Civil Engineer / HEJ
University of Karachi


Mr. Salman Manzoor Hasan
Member
Asst. Prof. / Deptt. of
Architecture


Mr. Abdul Wahab
Member
Director Procurement


Muhammad Sajeeruddin
Member
Director Finance


Prof. Dr. Asad ur Rehman Khan
Convener
Dean (CPL)

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: PC/M-IV/NED/Consultant/645 Dated: 18/03/2022

Contract Value: Rs. Fee @ 1.30% of Cost of work.

Contract Title: Hiring of Consultant for Details, Drawings, Document etc.

Ms. TACE

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Ms. TACE

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

Ms. TACE

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Ms. TACE

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Ms. TACE Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

(Signature)

[Procuring Agency]

(Signature)
Shayy Salim

[Supplier /Contractor/Consultant]