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 ODG AND A TION (DEDTE	SINDH BANK LIMITED/ADMINISTRATION
1)	NAME OF THE ORGANIZATION / DEPTT. PROVINCIAL / LOCAL GOVT./ OTHER	SCHEDULED BANK
2)		Renovation of Egerton Road Branch Lahore
3)	TITLE OF CONTRACT TENDER NUMBER	SNDB/COK/ADMIN/TD/1164/2020
4)	BRIEF DESCRIPTION OF CONTRACT	Same as Above
5)	FORUM THAT APPROVED THE SCHEME	Competent Authority
6)		-
7)	TENDER ESTIMATED VALUE	Rs.4,221,900/-
8)	ENGINEER'S ESTIMATE (For civil works only)	13.4,221,3001
9)	ESTIMATED COMPLETION PRIOD (AS P	ER CONTRACT)
10)	TENDER OPEN D ON (LATE & TALE)	03/06/2020 At 1200 Hours
11)	NUMBER OF TENER OCULENTS OLI (Attach list of buyers)	D 03
12)	NUMBER OF BIDS RECEIVED	<u> </u>
13)	NUMBER OF BIDDERS PRESENT AT	TIME OF OPENING OF BIDS 00
14)	BID EVALUATION REPORT (Enclose a copy)	23/9 0.020 Attached
15)	NAME AND ADDRESS OF THE SUCCESSI	Fand four, Sahiwa
,		
16)	CONTRACT AWARD PRICE	Rs.3,850,0-1/-
17)	RANKING OF SUCCESSFUL BIDDER IN E (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT 1) M/s. Z.A Construction
	(1.00.1.72).0 2	3) M/s. G. A Woods
		4) M/s. Arcika Traders & Contractors.
18)	METHOD OF PROCUREMENT USED : - (T	ick one)
ŕ	a) SINGLE STAGE – ONE ENVELOP	
	b) SINGLE STAGE – TWO ENVELOP	PE PROCEDURE
	c) TWO STAGE BIDDING PROCEDU	IRE
	d) TWO STAGE - TWO ENVELOPE I	BIDDING PROCEDURE
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTION	R METHOD OF PROCUREMENT WAS ADOPTED i.e.

•	THER THE PROCUREMENT WAS INCLUDED I	N ANN	VUAL PROCUREMENT	PLAN?
			Yes ✓	No
) ADV	ERTISEMENT :			
:\	SPPRA Website	Yes	SPPRA S. No:T00531-19-0	054
i)	(If yes, give date and SPPRA Identification No.)			
		No		
ii)	News Papers (If yes, give names of newspapers and dates)	Yes	Express Tribune, Daily Exp (13/05/2020)	oress, Daily Ibrat
	, ()	No		
			Domestic/	
2) NAT	URE OF CON RAC		Local	Int.
	THER QUALIFICATION CRIT			
	SINCLUDED IN BIDDING / TENDER JOY (EN es, enclose a copy)	TS?	Yes 🗸	No
` •		•	100	<u>'``</u>
) WHE	ETHER BID EVALUATION CRITERIA S INCLUDED IN BIDDING / TENDER DOCUM	TS?	Yes 🗸	No
	es, enclose a copy)	15.		
	V		AS OP ZO FOR USI	NC 4
S) WHI MET	ETHER APPROVAL OF COMPETENT AUTHORIT THOD OTHER THAN OPEN COMPETITIVE BIDD		AS OP D FOR USI	No V
6) WAS	S BID SECURITY OBTAINED FROM ALL THE B	IDDEF	Yes ✓	No
			· · · · · · · · · · · · · · · · · · ·	
7) WHI BID	ETHER THE SUCCESSFUL BID WAS LOWEST E / BEST EVALUATED BID (in case of Consultancie	VALU s)	Yes ✓	No
				
*	ETHER THE SUCCESSFUL BIDDER WAS TECH!	NICAL	LY Yes 🗸	No
CON	MPLIANT?			
	ETHER NAMES OF THE BIDDERS AND THEIR	QUO	TED PRICES WERE RE	AD OUT AT
9) WH!	TIME OF OPENING OF BIDS?		Yes 🗸	No
	TIME OF OFERMOOF BIBB.		<u> </u>	

31) ANY COMPLAINTS RECEIVED		
(If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN II (If yes, give details)	N THE T	
	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	
35) WAS IT ASSURED BY THE PROCURING A FNCY BLACK LISTED?	No Y THAT	THE SELECTED FIRM IS NOT Yes No No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	Æ PR	PROCURING AGENCY TO THE SUREMENT? IF SO, DETAILS TO ROAD: Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON MY THE CONTRACT (BANK GUARANTEE ETC.)?	ILIZA	Yes No V
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	s
39) Date of Award of Contract:	No 27/2	No D2.0
Authorized Officer Lf Col (R) Shahzad Begg EVP/Heac of Administration		
FOR OFFICE USE ONLY		

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Save Reset



SNDB/COK/ADMIN/TD/1164/2020

M/s. Z.A Construction House No.14-V **Farid Town** Sahiwal

Contract Award - Renovation of Egerton Road Branch Lahore Subject:

The management of Sindh Bank Limited is pleased to award the subject contract to M/s. Z.A Construction in accordance with terms and conditions mentioned in our tender dated 13/05/2020.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,

Lt. Col. (R) Shahzad Begg

Head of Administration Division

WEB

: www.sindhbankltd.com

فون:

Z.A Construction

General Civil Engineering Work & Architect

Head Office: House No. 14-V Farid Town Sahiwal.

Ph: +9240-4550280, Cell: 0300-6923009, 0300-6932781

E-mail: za.construction@yahoo.com

Rof. No.______

Date_____

INTEGRITY PACT

ontract Number: SNDB/COK/ADMIN/TD/1164/2020

Dated: 10 | 57 | 2020

ontract Value: Rs.3,850,000/-

ontract Title: Renovation of Egerton Road Branch Lahore

peclaration of Fees, Commissions and Brokerage etc. Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

I/s. Z.A Construction hereby declares that it has not obtained or induced the procurement of any contract, ght, interest, privilege or other obligation or benefit from Government of Sindh (Gos) or any administrative ubdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business ractice.

Vithout limiting the generality of the foregoing, M/s. Z.A Construction represents and warrants that it has fully eclared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall ot give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or uridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, ponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as onsultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, iterest, privilege or other obligation or benefit in whatsoever form from Gos, except that which has been expressly declared pursuant hereto.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured saforesaid shall, without prejudice to any other right and remedies available to Gos under any law, contract or the ristrument, be voidable at the option of Gos.

lotwithstanding any rights and remedies exercised by Gos in this regard, M/s. Z.A Construction agrees to indemnify Gos for any loss or damage incurred by it on account of its corrupt business practices and further pay ompensation to Gos in an amount equivalent to ten times the sum of any commission, gratification, bribe,

Z.A Construction

General Civil Engineering Work & Architect

Head Office: House No. 14-V Farid Town Sahiwal.

Ph: +9240-4550280, Cell: 0300-6923009, 0300-6932781

E-mail: za.construction@yahoo.com

Rof. No	_
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Date	_
2000	

inder's fee or kickback given by, as aforesaid for the purpose of obtaining or inducing the procurement of any ontract, right, interest, privilege or other obligation or benefit in whatsoever form from Gos.

or and On Behalf of

ignature:

ame:

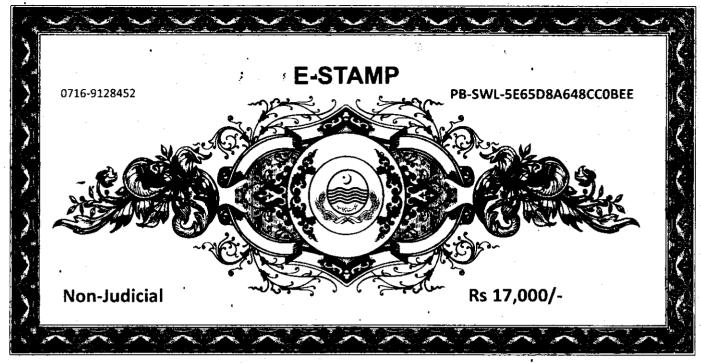
For and On-Behalf Of

Sindh Bank Limited

Signature:

Name:

= 4(2) S41/20 Bac



Description

: FURTHER CHARGE - 32(b)(îi)

First Party / Mortgager

: Muhammad Zulfiqar Ali [36502-8437413-7]

Second Party / Mortgagee

: Muhammad Asif Manaka [35301-6737506-3]

Agent

: Muhammad Zulfiqar Ali [36502-8437413-7]

Stamp Duty Paid by

: Muhammad Asif Manaka [35301-6737506-3]

Issue Date

: 26-Jun-2020, 11:30:37 AM : 202070C045841D0A

Paid Through Challan Amount in Words

: Seventeen Thousand Rupees Only

Please Write Below This Line

Agreement for Renovation, Interior and Electrical work for Egerton Road Branch Lahore of Sindh Bank <u>Ltd</u>

THIS AGREEMENT is entered into at Karachi on this the day of day of 2020

BETWEEN

M/S. Z.A Construction, a sole proprietorship concern, having its principal place of business at House No.14-V, Farid Town, Sahiwal (Hereinafter referred to as "Contractor", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan.







(Hereinafter referred to as "THE BA'NK", which expression shall be deemed to mean an expression shall be dee

WHEREAS:

"THE BANK" intends to acquire the services of "Contractor" for Renovation, Interior and Electrical Work, for its **Egerton Road Branch Lahore** and Contractor agrees to provide the following services to the bank, as per the tender opened on **03/06/2020**.

Renovation, Interior, Electrical and contraction work as per detailed BOQ submitted to the Bank.
 Total Price as per Financial / Technical Proposal
 Submitted by M/S. Z. A Construction: Rs.3,850,000/- as Annexure "A".

The terms and conditions are as follows:

Terms & Conditions:

All terms and conditions of the tender document will remain part of this agreement.

Change / alteration in the original Plan:

- Any change/alteration in the original plan, if required, due to site hindrance or any other reason shall be made after written approval of the Bank. Electricity & Water for renovation activities will be provided free of charge to the Contractor, by the Bank.

Payment Schedule:

The payment will be given as per following schedule.

MODE OF PAYMENTS, CIVIL, ELECTRICAL & RENOVATION WORKS:

S.No	Payment Stages	Work Progress Stages	Job to be Completed	Verified By
			1. Demolition/Removal of debris	A due to
1	1 st Running Payment	On completion of 35% job.	2. Block masonry for plaster complete	Admin
.	30%		3.Strong Room/RCC work	





			4.Drainage Line/Sewerage Lines	E-ST continuat
		•	Electric conduit wiring	
_	2 nd Running	On completion of	Floor Tiles 50%	Admin/Area
2	Payment 30%	70% job.	Bath Tiles 100%	Manager
	•	·	Ceiling framing	
			Networking wiring	
			Switch, fittings, DB	
_	3 rd Running	On completion of	Bath Kitchen fitting	Admin/Area
3	Payment		Glass Door and Porlind	Manager
	20%	}	Door. Paint Work	
	•		Elevation works	
	Final Payment	On completion of	On completion of	'Engineer Visit/
4	17%	100% job.	renovation works	Branch Completion certificate
	5% Retention	5% Retention	On satisfactory completion	
	Money	Money	of defect & liability period	
	(2%		of 03 months form date of	Branch
5	Performance		completion	Management
	Security + 3%	1	•	· · · · · · · · · · · · · · · · · · ·
	Retention			1
	Money)			

The contractor has to deposit 2% retention money at the time of award of contract and 3% will be withheld at the time of final payment. The total 5% withheld amount on account of retention money /performance security will be released after 3 month of completion of tender assigned job and after due receipt of letter of satisfaction from concerned branch manager. Final Bill will be made on actual verified quantities / area.

Period of Contract:

- Date of Handing over site

.- Branch Completion date:

10/51/2020

Commencement of Work:

The job will be commenced from the date of acceptance of Award/Letter by the contractor.



Penalty:

- 1. The completion period of the awarded work will be 75 days from the date of handing over the site, the bank's representative will confirm the same.
- 2. In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- 3. The rates quoted by the Contractor will include all works, necessary for establishment of Bank Branch, complete in all respect strictly in accordance with due specifications given in design book. In case of any deviation in design/ specification, without written permission of Bank's Engineer, the payment of such item will not be paid and the contractor will be liable to replace the objected item as per the design book at his own cost.

Mar.

- Any notice, request or consent required or permitted to be given or made pursuance and 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.
- 2. Party may change its address for notice by giving a notice to the other Party in writing of such change.

terms and Duties:

The Contractor and its Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

Termination of Agreement by the Bank:

- If the performance of the Contractor is not satisfactory this agreement can be terminated by the Bank upon giving a 30 day's advance notice in writing to the Contractor. In such event the Contractor shall refund all advance money to the Bank after adjusting the cost of work done by that date.
- 2. If the Contractor becomes insolvent or bankrupt.
- 3. If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- 5. If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- 6. If issued with two warning letter/email by the bank for unsatisfactory current performance to the bidder.

Termination of Agreement by the Contractor:

1. The Contractor may terminate this Agreement, by not less than (30) days' written notice to the Bank, if the Bank fails to pay any money due to the Contractor pursuant to this Agreement without Contractors fault.



2. If, as the result of Force Majeure, the Contractor is unable to partial a material portion of the Services for a period of not less than sixty (60) days.

Force Majeure:

The failure on the part of the parties to perform their obligation under the agreement will not be considered as default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

Extension of Time:

Any period within which Party shall, pursuant to this agreement, complete any action of task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Good 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:

- 1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smaller 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.
- 2. If Parties fall 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 first complaint redressal committee of the bank and if parties could not reached at amicable situation, then the matter will be referred to the grievance committee of Bank and if matter could not be resolved the matter will be referred for arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be at Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Obligation of the Contractor:

- 1. The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank legitimate interests in any dealing with Sub-Contractor or third Parties.
- 2. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to contractor. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the contractor.



. Conflict of Interest:

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

Confidentiality:

- Except with the prior written consent of the Bank, the Contractor and its Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

INDEMNIFICATION.

- i. The Contractor (the "Indemnifier") the contractor herein agrees that it shall indemnified defend, and hold harmless the Bank and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning indemnifier's performance under this Agreement).
- ii This Article shall survive after termination of this Agreement.

Anti - Money Laundering.

"Contractors acknowledge that they do not violate any statutory / prudential requirement on antitrickey laundering or record keeping procedure as per existing laws / rules and regulations of locals as well as foreign jurisdiction."

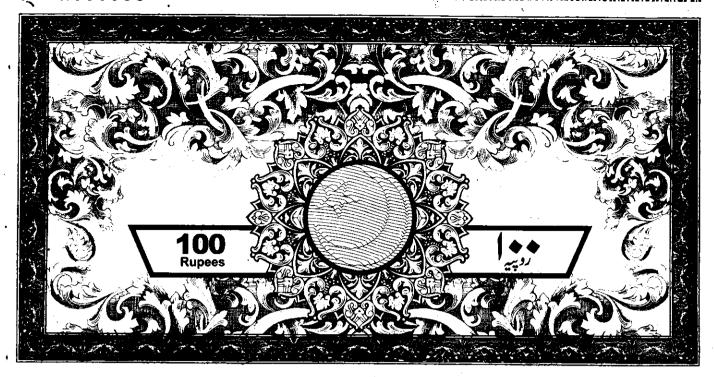




ACCESS TO REGULATOR.

The Contractor and Bank agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Renovation, Interior, Electrical Work and Construction, for its Egerton Road Branch Lahore and right to conduct on — site inspection, if required.

Name Africal 2006 AU Designation Disected Company Name 2 - M : Continuation Address	Designation District Company Name Z - A - Continuation Address - A - A - A - A - A - A - A - A - A -	in withdraws hereunder both the partie	es have set their hand	ls on the day and	svier above Real rise	dicire
Address A. Confine Condition Address A. Confine Condition Stamp Eastomer Signature Name L. Color Cuant and Designation AVEL Company Name Sindh Bank Limited Address Federation House, Sindh Bank Ltd. Head Office Karachi Signature Name Designation Signature Name Designation Designation Signature Name Designation Designation	Address		or Ali			
Address	Stamp Customer Signature Name LVCL (nf < U4H24D 8cc. Designation CUP I HOA Company Name Sindh Bank Limited Address Federation House, Sindh Bank Ltd. Head Office Karachi Stamp Witness No.1 Signature Name Designation Designation Designation Designation Designation Designation Signature Name Designation Designation Designation	선생님 아이는 그들은 사람들의 중에는 경기를 들어 되었다.	+ a			
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Signature Signature Name Designation Designation	Signature Signature Name Designation Designation					
Name Name Designation Designation	Name Name	Witness No.1	Witr	iess No.2		
		Name				
			· ·	-		



Dated: 10 07 2020

M/S. Z. A Construction House No.14-V, Farid Town Sahiwal

Letter of Award

Renovation, Interior Work, Construction and Electrical Work at Sindh Bank Limited "Egerton Road Branch Lahore".

This is with reference of your Tender dated 03/06/2020 pertaining to captioned work. We are pleased to inform you that based on your quotation the above work has been assigned to you on contract price basis, on item wise rates, with a total of Rs.3,850,000/-

Other terms & conditions would be as follows:

1. Description of Work:

a) Civil/Interior work covering total area 2,000 sq.ft as per the detailed drawing statemented to the bank.

.b) Electrical Works

Any change / alteration in the original plan, if required, due to site hindrance or any other reason shall be made after written approval of the bank. Electricity & water for construction activities will be provided free of charge to the contractor, by the bank.

2. Payment Schedule:

The payment will be given as per following schedule.

MODE OF PAYMENTS, CIVIL ELECTRICAL & RENOVATION WORKS:

	Payment Stages	. Work Progress Stages	Job to be Completed	Vertiled by
			Demolition/Removal of debris	
1	1 st Running Payment	On completion of 35% job.	2. Block masonry for plaster complete	
	30%		3.Strong Room/RCC work	
			4.Drainage Line/Sewerage Lines	
			Electric conduit wiring	
	2 nd Running	On completion of	Floor Tiles 50%	Admin/Area
	Payment 30%	70% job.	Bath Tiles 100%	Manager
			Ceiling framing	
,		•	Networking wiring	
			Switch, fittings, DB	
	3 rd Running	On completion of	Bath Kitchen fitting	Admin/Area
. 3	Payment 20%	90% job.	Glass Door and Porlind Door. Paint Work	Manager
			Elevation works	
4	Final Payment 17%	On completion of 100% job.	On completion of renovation works	Engineer Visit/ Branch Completion certificate
	5% Retention Money	5% Retention Money	On satisfactory completion of defect & liability period	
5	(2% Performance Security + 3%		of 03 months form date of completion	Branch Management
	Retention Money)			

The contractor has to deposit 2% retention money at the time of award of contract and 3% will be withheld at the time of final payment. The total 5% withheld amount on account of retention money /performance security will be released after 3 month of completion of teneer assigned joint and due receipt of letter of satisfaction from concerned branch manager. Final Bill will be made verified quantities / area.

3. Completion of Period:

The completion period of the entire work will not exceed $\frac{45 \, Dar}{100}$ from the date of handling over SITE to the Contractor i.e. $\frac{10/7}{200}$ case of failure to complete the job within stipulated period i.e. $\frac{45DA7}{100}$ penalty @ 0.15% per day will be imposed upon contractor.

4. Commencement of Work:

The job will be commenced immediately from the the of this Award/Letter.

Please sign & affix your company's stamp and return the same to us as a token of a scooptance immediately.

With Regards,

CHAS IA METEL

Agreed & Accepted For & on behalf of

A Contruction

onstruction

Buyer Record		
S.No	Company Name	AMOUNT DEPOSITED
1	ZA Construction	300
2	Mani & Associates	300
3	GA Woods	300
4	Arcika Traders	300
	Total	1200