

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 BANK LIMITED/ADMINISTRATION
2) PROVINCIAL / LOCAL GOVT/ OTHER	SCHEDULED BANK
3) TITLE OF CONTRACT	Supply of Conventional Split Air Conditioners for Existing Branches
4) TENDER NUMBER	SNDB/COK/ADMIN/TD/1170/2020
5) BRIEF DESCRIPTION OF CONTRACT	Same as Above
6) FORUM THAT APPROVED THE SCHEME	Competent Authority
7) TENDER ESTIMATED VALUE	Rs. 14,908,400/-
8) ENGINEER'S ESTIMATE (For civil works only)	
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	01 Year
10) TENDER OPENED ON (DATE & TIME)	19/06/2020 At 1130 Hours
11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	02
12) NUMBER OF BIDS RECEIVED	02
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	0
14) BID EVALUATION REPORT (Enclose a copy)	23/06/2020 Attached M/s Arshad, Amjad & Ahsan (Pvt) Ltd
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	11 MC HT, Main Jinnah Road Karachi
16) CONTRACT AWARD PRICE	Rs 14,247,000/-
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATION BID)	1) M/s. Arshad, Amjad & Ahsan (Pvt) Ltd
18) METHOD OF PROCUREMENT USED . - (Tick one)	
a) SINGLE STAGE - ONE ENVELOPE PROCEDURE	<input checked="" type="checkbox"/> Domestic/ Local
b) SINGLE STAGE - TWO ENVELOPE PROCEDURE	<input type="checkbox"/>
c) TWO STAGE BIDDING PROCEDURE	<input type="checkbox"/>
d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	<input type="checkbox"/>

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

COMPETENT AUTHORITY

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	SPPRA S. No: T00531-19/0056
No	

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

Yes	Express Tribune Daily Express & Iqbal 2nd June, 2020
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

39) Date of Award of Contract: 06/08/2020

Signature & Official Stamp of
Authorized Officer

Lt Col (R) Shahzad Begg
EYP/Head of Administration
SINDH BANK LIMITED

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

SNDB/COK/ADMIN/TD/1170/2020

06/08/2020

M/s. Arshad, Amjad & Abid (Pvt) Ltd
Office No.11, MCHS
Main Tipu Sultan Road
Karachi


Subject: Contract Award – Supply of Conventional Split Air Conditioners for Existing Branches

The management of Sindh Bank Limited is pleased to award the subject contract to M/s. Arshad, Amjad & Abid (Pvt) Ltd in accordance with terms and conditions mentioned in our tender dated 02/06/2020.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,


Lt. Col. (R) Shahzad Begg
Head of Administration Division

Supply of Conventional Split Air Conditioners Units for Existing Branches
Bid Evaluation Report

1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1170/2020
3	Tender Description	Supply of Conventional Split Air Conditioners Units for Existing Branches
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published & SPPRA S.No.	T00531-19-0056: Express Tribune, Daily Express, Sindh Express (02/06/2020).
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical / Financial Bid Opening Date & Time	19/06/2020 at 1130 Hrs.
9	No. of bids qualified	01
10	Bid(s) Rejected	-

Details on the above as given below:

S. No.	Name of Firm or Bidder	Qualified / Disqualified In Technical/ Eligibility Inspection	Total Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs.14,906,400/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
01.	M/s. Arshad Amjad & Abid (Pvt) Ltd	Qualified Obtained 75% In Evaluation Process	Rs.14,247,000/- (1 Ton ACs 50 x 61,284/- = 3,064,200/-) (1.5 Ton ACs 150 x 74,552/- = 11,182,800/-)	2 nd Lowest Bidder	Rs.659,400/- below the estimated cost	Accepted Qualified Evaluated Bidder	Accepted-Award of Contract
02	M/s. A & B Electronics	Disqualified Obtained 3% In Evaluation Process	Rs.13,455,000/-	1 st Lowest Bidder	Rs.1,451,400/- below the estimated cost	Disqualified In Evaluation Process	—

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s. Arshad, Amjad & Abid (Pvt) is the lowest evaluated bidder and their bid is also below the estimated cost, hence recommended for Supply of Conventional Split Air Conditioners Units for Existing Branches to Sindh Bank Limited.

Members Signature- Procurement Committee

Lt. Col. (R) Shahzad Begg
Chairperson-Head of Administration

Saeed Jamal
Member-Chief Financial Officer

Syed Muhammad Aqeel
Member- Chief Manager, IDBL Karachi

QUALIFICATION / DISQUALIFICATION PERFORMANCE

S.No	Contractors	History of Blacklisted by SIPRA & SROB in the past (Yes/No)	2 Warning Letters Issued by SROB for unsatisfactory Performance (Yes/No)	Complying Registered with Income Tax & Provincial Revenue Board (Yes/No)	Attendance list is offered (Yes/No)	Document attached for confirmation of warranty period of one year (Yes/No)	Supplied item is in the market for the last three years (Bank's Evidence Only) (Yes / No)	Tender Fee Submitted in the form of Cheque / Pay Order / Cash (Yes/No)	History of Premature cancellation of tender in the past with South Bank (Yes/No)	Documentary evidence for imports of air conditioners units (Yes/No)	Bill of entries of last three years (Yes/No)	Qualified / Dis- Qualified
1	Armed Amjad & Sons (Pvt) Ltd	No	No	Yes	No	Yes	Yes	Pay Order	No	Yes	Yes	Qualified
2	M/s A & B Electronics	No	No	Yes	No	Yes	No	Pay Order	No	No	No	Disqualified

Members Signature- Evaluation Team

 M. Athar Iqbal
Admin Division

 Fouzia Shamim
Operation Division

 Taimoor Ghousi
Finance Division

Members Signature- Procurement Committee

 Lt Col (R) Shahzad Beg
HEAD OF ADMINISTRATION

 Mr. Saeed Jamal
Chief Financial Officer

 Mr. Syed Muhammad Aqeel
Chief Manager, DBL

SUMMARY OF EVALUATION FOR SUPPLY OF SPLIT AIR CONDITIONERS FOR EXISTING BRANCHES

Sl. No.	Status of Firm	Points Obtained			Years in Business (Only Dealing with Financial Institution/Banks)			Banks Presently on client list (For counting of each bank services to at least 25 branches)			Average Yearly Turnover in last Three Years			Number of Sales and Services offices in Pakistan			Points Obtained			Number of ware houses in Pakistan			Points Obtained			Grand Total	Qualified (70% marks / Disqualified)
		Total Points			Total Points			Total Points			Total Points			Total Points			Total Points			Total Points			Total Points				
		Private Limited	Partnership	Sole Proprietorship	10 years & above	5 years & above	3 years & above	5 Banks & Above	3 Banks & Above	10 Million & Above	70 Million & Above	20	6 and Above	4 and Above	20	10	10	5 and Above	2 and Above	10	5	5 and Above	2 and Above	10	5		
19		10	5	3																							
20	S. Abid	10			20				10		20														75	Qualified	
21	Private			3																					3	Disqualified	

Section Head

Signature

Section Head

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Tender Document-
Supply of Conventional Split Air Conditioners (AC) units for Existing Branches

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2020-21)

Name of Bidder

A & B ELECTRONICS

SIGNATURE MEMBERS PC-ADW 1

Head - Fin Div.

Head - Admin Div.

Member-IDBL

Date:

S. No.	ORIENT Description ORIENT	Rate Per Unit	Approximate quantity required	Amount
1.	Conventional Split Air - Conditioner 1 Ton	58500/-	50	2925000/-
2.	Conventional Split Air - Conditioner 1.5 Ton	70200/-	150	10530000/-
*Grand Total Amount				13455000/-

*Grand Total:

This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note 7. below)

Note

- The cost which will valid for one year (no conditions attached) must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security, 5% of the *(Grand Total Amount) will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- Delivery Period: A prior notice of 10 days will be given for the supply/installation of requisite and it will be expected within 05 days of issue of the purchase order, the said supplies/installation will be made available at the site.
- If the item is not provided/installed after 10 days of issuance of Purchase Order, a fine of Rs.500/- per day will be deducted from the bill.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.

SIGNATURE MEMBERS PG-ADMIN

Head - Fin Div. [Signature] Tender Document-
Supply of Conventional Split Air Conditioners (AC) units for Existing Branches

Head - Admin Div. [Signature]

4 FINANCIAL PROPOSAL Member-IDBL

PRICE SCHEDULE

Date: [Signature]

(Applicable for the year 2020-21)

Name of Bidder ARSHAD AMJAD & ABID PRIVATE LIMITED

S. No.	Description	Rate Per Unit	Approximate quantity required	Amount
1.	Conventional Split Air - Conditioner 1 Ton	61,284	50	3,064,200
2.	Conventional Split Air - Conditioner 1.5 Ton	74,552	150	11,182,800
*Grand Total Amount				14,247,000

*Grand Total:

This amount will be considered as the "Bid Offered". Whereas be apprised that the successful bidder will be the one who has Evaluated Bid is the lowest. (For further clarification refer Note 7 below)

Note

- The cost which will valid for one year (no conditions attached) must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement; installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security.** 5% of the *(Grand Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Bank Guarantee in favour of Sindh Bank Ltd.
- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- Delivery Period:** A prior notice of 10 days will be given for the supply/installation of requisite and it will be expected within 05 days of issue of the purchase order, the said supplies/installation will be made available at the site.
- If the item is not provided/installed after 10 days of issuance of Purchase Order, a fine of Rs.500/-per day will be deducted from the bill.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.

Arshad Amjad & Abid (Pvt) Ltd.

Arshad Amjad & Abid (Pvt) Ltd.



ATTENDANCE SHEET
BID OPENING -

FOR SELECTION OF Supply of Conventional Split Air Conditioners units for
Date: 19-06-2020 ^{Existing} Branches

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	Arshad, Ayed & Alid (Pvt) Ltd	} By Drop Box			
2	AGB Electronics				

Signature - Procurement Committee Members:

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

MINUTES OF THE OPENING OF THE TENDER (TECHNICAL / FINANCIAL PHASE)

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply of Conventional Split-Air conditioners for
existing Branches

TYPE OF TENDER

SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE-TWO STAGE-TWO ENVELOPE

OPENING DATE

19-6-2020

OPENING TIME

1130 hours

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

- 1, Arshad, Anwar & Asif (PVT) P
- 2, H & B Electronics

TOTAL BIDS ACCEPTED FOR EVALUATION

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IOBL

Date:

Supply of Conventional Air Conditioners Units for Existing Branches (1170 -A)				
S.NO	COMPANY NAME	AMOUNT (Rs)	PAY ORDER NO	NAME OF BANK
01	Arshad Amjad & Abid (Pvt) Ltd	300	06761260	Meezan Bank
Total			300/-	

3 SCOPE OF WORK / TECHNICAL PROPOSAL

Sindh Bank Limited (SNDB) requires supply & installation of Conventional Split Air-Conditioners for its branches in countrywide regions on need basis.
(List of Branches attached as Annexure "J").

Requirement of AC's for each branch will depend on the premises acquired, however an average of 05 AC's will be required to be installed in each branch. A notice of 10 days will be given prior to the opening of the branch and it will be expected that the requisite will be installed at least 5 days prior to the opening of the branch.

Initial supplies will be required to be given after 30 days of award of contract. Subsequent supply will be required within ten days of issuance of purchase order.

TECHNICAL SPECIFICATION



Conventional Split Air-Conditioners of approved quality unit – 1 ton / 1.5 ton Conventional Type Imported Unit
Specification Conventional type wall mounted Air conditioner, 12000 BTU/hr. and 18000 BTU/hr. respectively for one-ton and 1.5 ton, Compressor Type – Rotary Compressor

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. 1st Lowest Bidders qualifying the eligibility criteria will only be asked to give date for inspection of their warehouses (Annexure "N") by a team of the bank. The company getting satisfactory report on account of said visit will only be eligible for award of contract. If the 1st lowest bidder is disqualified in inspection/verification phase, then next lowest bid will be called upon for evaluation/technical inspection/demo.

Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.

On qualification of a bidder during this process no further evaluation will be done.



OJAJ 0011-1141KODL
 FAX 1 345 821 4215
 E-MAIL paul@prisonweb@gmail.com

Annexure "E"

Integrals Page 1

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 of the Sixth Public Procurement Rules, 2010

Mr/s. Arshad, Amjad & Abid Pvt. Ltd. (the Supplier) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Sindh Bank Limited (SNDL) or any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] 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 SNDB, except that which has been expressly declared pursuant hereto.

M/s. Arshad, Amlad & Abid Pvt. Ltd 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 SNDB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. (The Supplier) 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 SNDB under any law, contract or other instrument, be voidable at the option of SNDB.

Notwithstanding any rights and remedies exercised by SNDB in this regard, (the Supplier) agrees to indemnify SNDB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to SNDB in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (the Supplier) 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 SNDB.

For and On Behalf Of

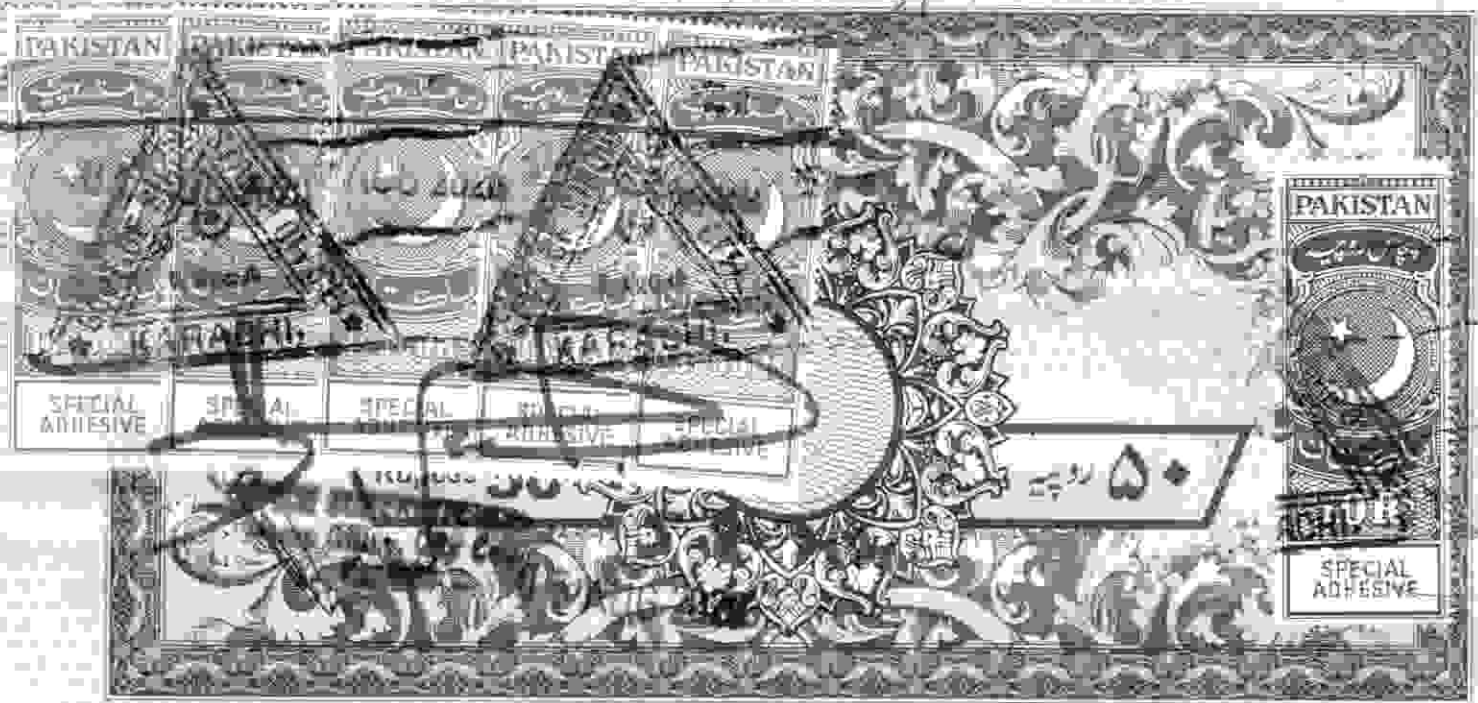
Arshad Amjad & Abid Private Limited

Signature: _____

Name: Ayaz Hakeem Memon

CNIC No. 42000-1270590-9



**SHAHABUDDIN STAMP VENDOR**

Lit # 146, Office # 30, 4th Floor, Court Chambers Building,
Opposite City Courts,
Karachi.

Br. No.

DATE

13764

30 JUL 2020

(RUPEES FIFTY ONLY)

ISSUED TO WITH ADDRESS: MUHAMMAD YACOOB

THROUGH WITH ADDRESS: Advocate L.No.1459

PURPOSE

VALUE RS

ATTACHED

STAMP VENDOR'S SIGNATURE

(NOT FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible For Fake Documents

AGREEMENT FOR SUPPLY OF CONVENTIONAL SPLIT AIR CONDITIONERS FOR 330 EXISTING BRANCHES

THIS AGREEMENT is entered into at Karachi
on this the 06 day of August, 2020

BY PARTIES

M/s. Arshad Amjad & Abul (Pvt) Ltd, having its principal place of business at H. MCHS, Main Tinn
Sultan Road, Karachi - 78350 Pakistan hereinafter referred to as "Supplier" which expression shall
be deemed to mean and include its successors, assigns 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 1st Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75000, Pakistan
hereinafter referred to as "THE BANK" which expression shall be deemed to mean and include its
successors, assigns and assigns of the Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Supplier" for **Supply of Conventional Split Air
Conditioners** (1000+) for its 330 Existing Branches in countrywide regions and Supplier agreed to
provide the following services to the bank as per tender opening date 19-06-2020, along with Price
Schedule mentioned in Financial Proposal i.e. (1) Ten ACs 50 x Rs.61,284/- = Rs.3,064,200/- & 1.5
Ten AC x 150 x Rs.74,552/- = Rs.11,182,800/- Total of Both Cumes to Rs.14,247,000/-)

The terms and conditions are as follows:

Terms & Conditions:

- 1) All terms and conditions of the tender document will remain part of this agreement.
- 2) A prior notice of 10 days will be given for the supply and installation of requisite supplies and it
will be expected after 07 days of issue of the purchase order, the said supplies will be made
available at the site.
- 3) A fine of Rs 1,000/- per day will be charged, if after expiry of 10 days' notice, the supplies are not
provided, installed and made operational, till the requisite is completed.



- 4) 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 Bank to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.
 - 5) Supplier agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the Bank.
 - 6) 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.
 - 7) The Bank 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 Bank 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 Bank shall be final and binding upon the Supplier.
 - 8) Delivery will be made by the Supplier as prescribed by the Bank.
 - 9) The cost must include all taxes, ~~including delivery charges upto countrywide branches.~~ including delivery charges upto countrywide branches.
 - 10) Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, 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 supplier company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
 - 11) 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.
 - 12) A party may change its address for notice by giving a notice to the other Party in writing of such change.
- The contractor will not assign the job to anyone, except prior permission of the bank.

13) This agreement is valid for a period of one year commencing from 05/08/2021 to 06/08/2022

Warranty

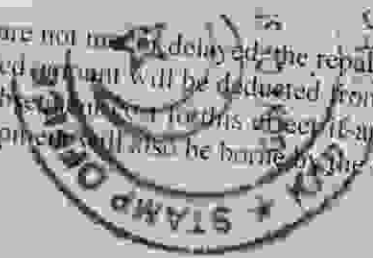
The warranty of the goods is One year comprehensive onsite from the date of delivery.

During warranty period, any complaint forwarded to the company will be rectified within a period for 24 hours in big cities and within 48 hours in small cities.

Payment Scheduling

100% of the total amount for the Supply & Installation of Split Air Conditioners will be paid within one month of invoice submission by the supplier.

If the obligation of warranty period are not met, 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 supplier. Risk & subsequent expenses for this defect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.



Performance Guarantee

5% of the total tender amount of will be retained by the Bank as "Performance Security" and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by the branch managers, where the items have been supplied.

Before release of performance security a technical team of the Bank will visit all branches to confirm the specifications of the supplied items as provided in offered product by the supplier. Any variation if found will disqualify the supplier alongwith 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 Bank or the Supplier may be taken or executed by the officials,

Termination of Agreement by the Bank

- a) If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- b) If, as the result of force majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- c) If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- d) If two (2) administrative warning letters/circulars are issued by the Bank for unsatisfactory performance to the supplier.

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:

- a) 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.
- b) 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 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.

Conflict of Interest

The Supplier shall hold the Bank's interest paramount, without any consideration for future work, and strictly in conformity with other assignments or their own corporate interests.

Confidentiality:

- a) Except with the prior written consent of the Bank, the supplier and the 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 supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- b) This Article shall survive termination of this Agreement.

INDEMNIFICATION

- a) Supplier (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnitees") 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).

b) This Article shall survive after termination of this Agreement.

ACCESS TO REGULATOR

Supplier and The Bank agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Supply of Conventional Split Air Conditioners and right to conduct on site inspection. If required.

Anti Money Laundering

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

Support Escalation Matrix:

For timely addressing of complaints given support escalation matrix will be utilized/followed:-

LEVEL-1	Name/Designation (support staff)	Mr. Sheez
First complain if the call is not resolved "within specified response time" (48 hours)	Landline Phone	
	Email	Service@comparing.pk
	Cell	0321-2449308
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Mr. Najee Roshni
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1 (72 hours)	Landline Phone	021-3438418
	Email	qajee.rosni@comparing.pk
	Cell	0300-2521856
LEVEL-3	Name/Designation (CEO of the firm)	Mr. Salman Sattar
Third complain, if the call is attended within "Specified Response Time" and not attended for the problem still unresolved even after complaining at Level-2	Landline Phone	021-34386118
	Email	Salman.Sattar@comparing.pk
	Cell	0321-2821416

Note: Ensure that no column above is left blank

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

Supplier Signature

Witness:

Name

Signature

Designation

Name

Company Name

Designation

Address

Address

Stamp

Customer Signature

Signature

Name

Name

Designation

Designation

Company Name

Company Name

Address

Address

Stamp

Ltd. Head Office, Karachi

