

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- Sindh Bank Limited
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT / OTHER _____
- 3) TITLE OF CONTRACT _____
- 4) TENDER NUMBER _____
- 5) BRIEF DESCRIPTION OF CONTRACT _____
- 6) FORUM THAT APPROVED THE SCHEME _____
- 7) TENDER ESTIMATED VALUE _____
- 8) ENGINEER'S ESTIMATE _____
- (For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 1 Year
- 10) TENDER OPENED ON (DATE & TIME) _____ 28/04/2023 at 1100 Hrs.
- 11) NUMBER OF TENDER DOCUMENTS SOLD _____ 03
- (Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____ 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____ 03
- 14) BID EVALUATION REPORT _____ 08/05/2023
- (Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____
- M/s. Envo-Tech Solution (Pvt.) Ltd.
Add: Z-5, Manghopir Road SITE, Karachi.
- 16) CONTRACT AWARD PRICE _____
- Rs. 1,666,995/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
- (i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s. Envo-Tech Solution (Pvt.) Ltd
2. M/s. Arcika Traders & Contractors
3. M/s GA. Woods
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

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

Yes	SPPRA NIT T00531-22-0038 (12/04/2023)
No	No

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

Yes	Notification Only
No	No

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer

Muhammad Ather Iqbal
Incharge Procurement
Sindh Bank Ltd.
Head Office 1/6/23

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

BUYER LIST**Renovation Works - BCP-SITE Branch Karachi - (1319)**

S.NO	COMPANY NAME	TENDER FEE	PST	TOTAL	PAY ORDER NO	NAME OF BANK
01	G.A Woods	300	50	350	1061038476	Al Baraka
02	Arcika Traders & Contractor	300	50	350	04038103	The Bank Of Khyber
	ENVO Tech Solution (Pvt.) Ltd.	300	39	339	04336361	Meezan Bank

Letter of Acceptance

Date: 9/5/2023

To: M/s. Envo-Tech Solutions (Pvt) Ltd & Address: Z-5, Manghopir Road, SITE Karachi

Subject: Renovation of BCP SITE – SITE Branch Karachi

Notification of Award of Contract No: SNDB/COK/ADMIN/TD/1319/2023

This is to notify you that your Bid dated 28/04/2023 for execution of then & SNDB/COK/ADMIN/TD/1319/2023 for the accepted contract amount of the equivalent of (Rs.1,666,995/- & Rupees: One Million Six Hundred Sixty Six Thousand Nine Hundred Ninty Five Only) as corrected and modified in accordance with instructions to bidders is hereby accepted by our agency.

You are requested to furnish the Performance Security within 28 days in accordance with the conditions of Contract, using for that purpose the Performance Security Form included in the bidding document and sign the contact agreement attached herewith within stipulated time mentioned above.


Arshad Abbas Soomro
Head of Administration
Sindh Bank Ltd

CERTIFICATE

This is to certify that no complaint has been received in related
to Renovation of BCP SITE – SITE Branch having Reference No.

SNDB/COK/ADMIN/TD/1319/2023 having SPPRA ID No:

TOO531-22-0038

Members Signature- Procurement Committee

Arshad Abbas Soomro
Head of Administration

Dilshad Hussain Khan
Chief Financial Officer

Syed Muhammad Aqeel
Chief Manager, IDBL Karachi





Bid Evaluation Report		
Renovation of BCP SITE – SITE Branch Karachi		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1319/2023
3	Tender Description	Renovation of BCP SITE – SITE Branch Karachi
4	Method of Procurement	Single Stage One Envelope Bidding Procedure
5	Tender Published & SPPRA S. No.	T00531-22-0038. Notification (12/04/2023)
6	Total Bid Documents Sold	03
7	Total Bids Received	03
8	Technical / Financial Bid Opening Date & Time	28/04/2023 at 1100 Hrs.
9	No. of bids qualified	03
10	Bid(s) Rejected / Disqualified	00

Details on the above as given below:

S No.	Name of Firm or Bidder	Qualified / Disqualified in Technical / Eligibility Inspection/ Mandatory	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs.1,711,500/-)	Reasons for acceptance/ rejection	Remarks
1	2	3	4	5	6	7	
1.	M/s. Envo-Tech Solutions (Pvt) Ltd	Qualified	Rs.1,666,995/- (Area 1000 sq.ft x Rate per sq.ft Rs.1,666.995)	1 st Lowest Bidder	Rs.44,505/- Below the estimated cost	1 st Lowest as Most Advantageous Bid	Accepted-Award of Contract
2.	M/s. Arcika Traders & Contractors	Qualified	Rs.1,677,200/- (Area 1000 sq.ft x Rate per sq.ft Rs.1,677.20)	2 nd Lowest Bidder	Rs.34,300/- Below the estimated cost	2 nd Lowest Bidder	-
3.	M/s. G.A Woods	Qualified	Rs.1,924,400/- (Area 1000 sq.ft x Rate per sq.ft Rs.1,924.40)	3 rd Lowest Bidder	Rs.212,900/- Above the estimated cost	3 rd Lowest Bidder	-

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s.Envo-Tech Solutions (Pvt) Ltd is the most advantageous bid i.e. Rs.1,666,995/- and is also below the estimated cost, hence recommended for Renovation of BCP SITE – SITE Branch Karachi of Sindh Bank Ltd.

Members Signature- Procurement Committee

Arshad Abbas Soomro
Head of Administration

Dilshad Hussain Khan
Chief Financial Officer

Syed Muhammad Aqeel
Chief Manager, IDBL Karachi





INTEGRITY PACT

Contract Number: Renovation of BCPSITE.Dated: 31/05/2023Contract Value: Rs. 1,666,995/-Contract Title: Renovation of BCPSITE

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

M/s. Envo-Tech Solutions 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.

Without limiting the generality of the foregoing, M/s. Envo-Tech Solutions 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 Gos, except that which has been expressly declared pursuant hereto.

M/s. Envo-Tech Solutions 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 Gos and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. M/s. Envo-Tech Solutions 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 Gos under any law, contract or other instrument, be voidable at the option of Gos.

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

For and On Behalf of

ENVO-TECH SOLUTIONS (PVT.) LTD.Signature: TalibName: Talib Ahmed Khan

ENVO-TECH SOLUTIONS (PVT.) LTD.
DIRECTOR

For and On Behalf of

Sindh Bank Limited

Signature: [Signature]Name: Atif Iqbal

FINANCIAL PROPOSAL**Annexure "A"****Name of Bidder: ENVO-TECH SOLUTIONS (PVT) LTD**

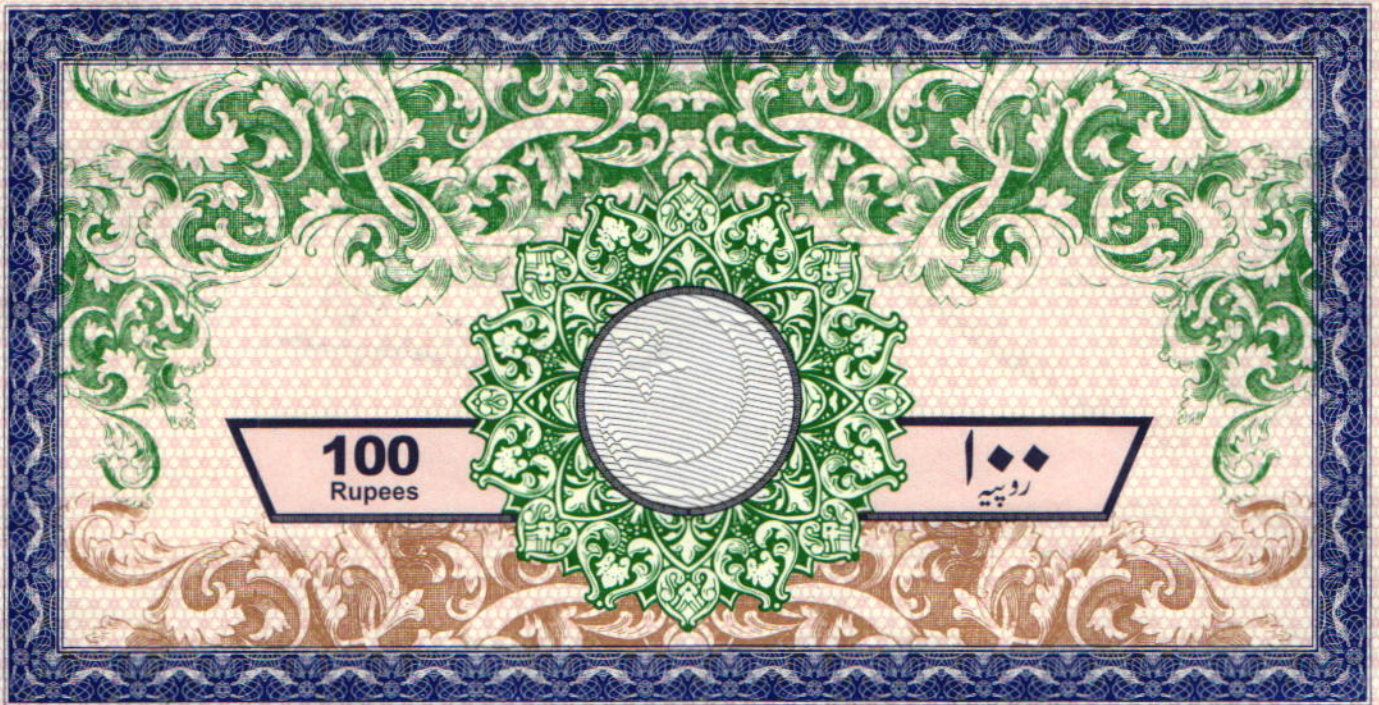
S.No	Description	SQ.FT	Rate Per Sq.Ft	Amount in Rs.
1.	Renovation of BCP SITE – SITE Branch Karachi	1,000	1,666.995	Rs.1,666,995/-


ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR



3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires proposal from the Contractors for RENOVATION WORKS- BCP SITE- SITE BRANCH KARACHI

**MUHAMMAD SIDDIQUE STAMP VENDOR**

L-No.15, 3rd Floor, Hyder Chamber, Jodia Bazar Karachi.

SR No. 4 Date: 19 MAY 2023

Issue to Address: _____

Through With Address: _____

Purpose: _____

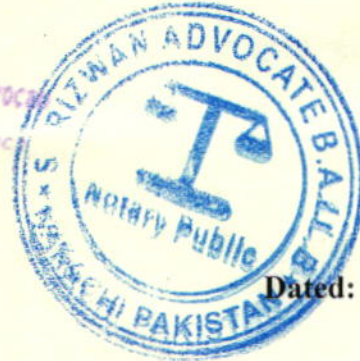
Value Rs. _____

Stamp Vendor's Signature: _____

Do Not use Diversed & with Purpose and Vendor

Will Not responsible for any loss with Agreement's

19 MAY 2023

Dated: 1/06/2023

M/S. Envo-Tech Solutions (Pvt) Ltd
Z-5, Manghopir Road, SITE
Karachi

Letter of Award

**Renovation, Interior Work, Construction and Electrical Work at Sindh Bank Limited
"BCP SITE – SITE Branch Karachi".**

This is with reference of your Tender opened dated **28/04/2023** 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.1,666,995/-**

Other terms & conditions would be as follows:

1. Description of Work:

- Civil/Interior work covering total area 1,000 sq.ft as per the detailed drawing submitted to the bank.
- 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.

ATTESTED

**S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN**

**ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR**

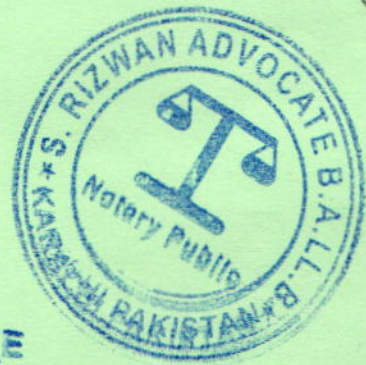
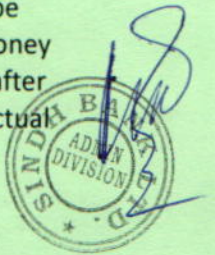
2. Payment Schedule:

The payment will be given as per following schedule.

MODE OF PAYMENTS, CIVIL, ELECTRICAL & RENOVATION WORKS:

S.No	Payment Stages	Payment in terms of percentage	Job to be Completed	Verified By
1	1 st Running Payment 40%	On completion of 50% job.	Installation of Work Stations	Admin/Area Manager
2	2 nd Running Payment 40%	On completion of 90% job.	Wiring of Power, UPS, Data & Networking	Admin/Area Manager
3	Final Payment 17%	On completion of 100% job.	Supply of chairs, completion of installation of sockets, completion of scope of work in al respect	Engineer Visit/Branch Completion Certificate
4	5% Retention Money (2% Performance Security + 3% Retention Money)	On satisfactory completion for three month period, after actual completion of work	After satisfactory completion of 3 months from actual completion.	Branch/Management

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.



ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI, PAKISTAN

Atum
ENVU-TECH SOLUTIONS (PVT.) LTD
DIRECTOR



E-STAMP

CONTINUATION SHEET

Government of Sindh

Agreement for Renovation, Interior and Electrical work for BCP SITE - SITE Branch
Karachi of Sindh Bank Ltd

THIS AGREEMENT is entered into at Karachi
on this the 1 day of June, 23

BETWEEN

M/S. Envo Tech Solutions (Pvt) Ltd, having its principal place of business at **Z-5, Manghopir Road, SITE, Karachi** (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 BANK", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Contractor" for Renovation, Interior and Electrical Work, for its **BCP SITE – SITE Branch Karachi** and Contractor agrees to provide the following services to the bank, as per the tender opened on **28/04/2023**

- i. Renovation, Interior and Electrical work as per detailed BOQ submitted to the Bank.
Total Price as per Financial / Technical Proposal
Submitted by **M/s. Envo Tech Solutions (Pvt) Ltd: Rs.1,666,995/- 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.

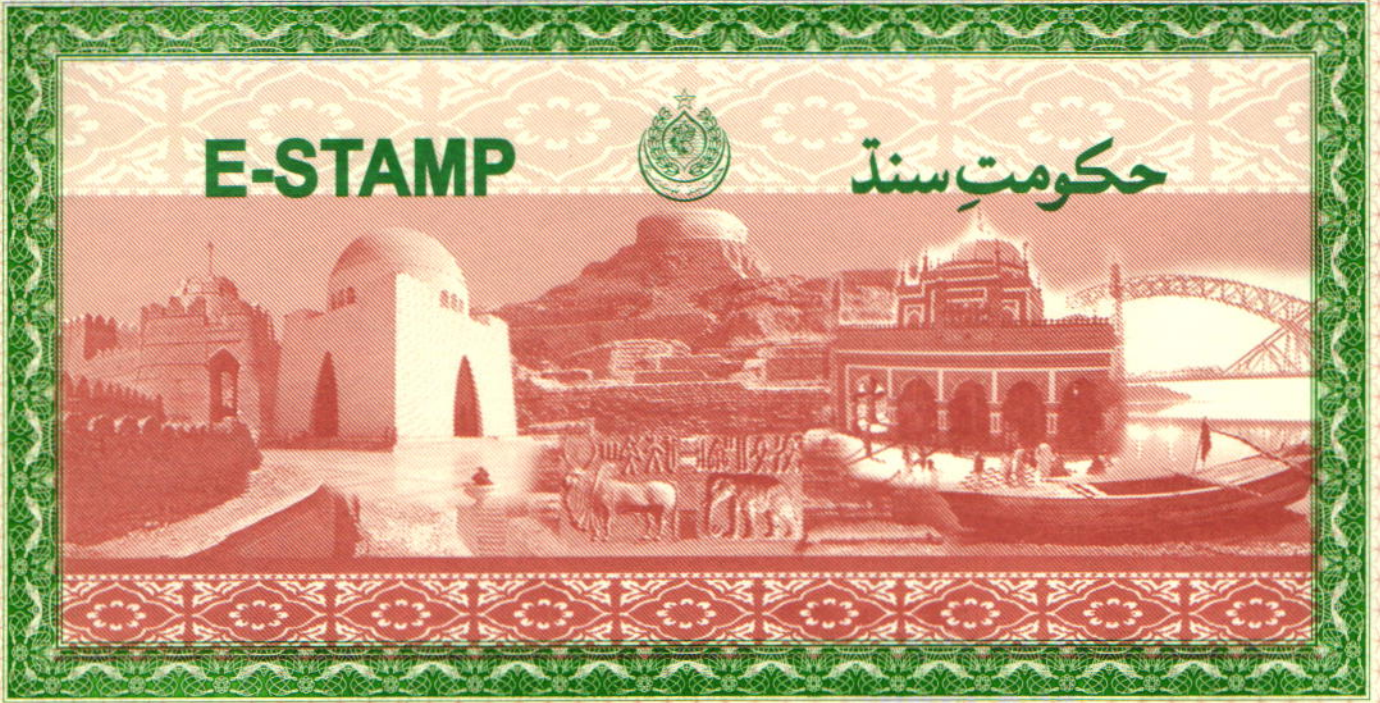
Change / alteration in the original Plan:

- 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.



(Signature)
ENVO-TECH SOLUTIONS (PVT) LTD
DIRECTOR

550507



NBP-0009-2305270002411110

GoS-KHI-8FCF47A00C89C9FC

Non-Judicial

Rs 5,835/-

Description : Contract - 15(a)
 Principal : Sindh Bank Limited [36540097]
 Contractor : Envo-Tech Solutions (Pvt.) Ltd. [74375864]
 Applicant : Tahoor Ahmed Khan [42201-6522883-5]
 Stamp Duty Paid by : Envo-Tech Solutions (Pvt.) Ltd. [74375864]
 Issue Date : 27-May-2023, 10:11:41 AM
 Paid Through Chaffan : 20234C2A63177B47
 Amount in Words : Five Thousand Eight Hundred and Thirty Five Rupees Only

Please Write Below This Line



ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR



3. **Completion of Period:**

The completion period of the entire work will not exceed 30 days, from the date of handling over SITE to the Contractor i.e. 1/6/23. In case of failure to complete the job within stipulated period i.e. 30 days, penalty @ 0.15% per day will be imposed upon contractor.

4. **Commencement of Work:**

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

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

With Regards,

Faraz Ahmed
Chief Engineer



Agreed & Accepted
For & on behalf of

ENVO-TECH SOLUTIONS (PVT.) LTD.

TAHQOR AHMED KHAN

ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR

ATTESTED

S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI PAKISTAN



ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR

Payment Schedule:

The payment will be made given as per following schedule:

S.No	Payment Stages	Payment in terms of percentage	Job to be Completed	Verified By
1	1 st Running Payment 40%	On completion of 50% job.	Installation of Work Stations	Admin/Area Manager
2	2 nd Running Payment 40%	On completion of 90% job.	Wiring of Power, UPS, Data & Networking	Admin/Area Manager
3	Final Payment 17%	On completion of 100% job.	Supply of chairs, completion of installation of sockets, completion of scope of work in al respect	Engineer Visit/Branch Completion Certificate
4	5% Retention Money (2% Performance Security + 3% Retention Money)	On satisfactory completion for three month period, after actual completion of work	After satisfactory completion of 3 months from actual completion.	Branch/Manageme nt

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.

Period of Contract:

- Date of Handing over site
- Branch Completion date:

1/6/23
1/7/23

Commencement of Work:

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

Penalty:

- The completion period of the awarded work will be 30 days from the date of handing over the site.
- In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- The rates quoted by the Contractor will include all works, necessary for establishment of Bank Branch, complete in all respect strictly in accordance with our 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.

Notice:

- 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

[Signature]
ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR



given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.

- A party may change its address for notice by giving a notice to the other Party in writing of such change.

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 Contractor may be taken or executed by the officials.

Taxes 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 days' 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.
- If the Contractor becomes insolvent or bankrupt.
- If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 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
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued with two warning letter/email by the bank for unsatisfactory performance to the bidder.

Termination of Agreement by the Contractor:

- 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.
- 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.

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 or 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:

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

Obligation of the Contractor:

- 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.
- 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 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 Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

INDEMNIFICATION.

a) **Contractor** (the "Indemnifier") agrees that it shall indemnify, 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).

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

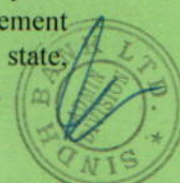
ACCESS TO REGULATOR.

Contractor and THE BANK agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Renovation of **BCP SITE - SITE Branch Karachi** and right to conduct on – site inspection, if required.

Anti – Money Laundering.

Contractor 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."


ENVOTECH SOLUTIONS (PVT.) LTD
DIRECTOR



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

Contractor Signature

Name

Designation

Company Name

Address

Area, Karachi

Stamp

Customer Signature

Name

Designation

Company Name

Address

Stamp

Witness:

Signature

Name

Designation

Address

Witness:

Signature

Name

Designation

Address

Signature

Name

Designation

Company Name

Address

ENVO-TECH SOLUTIONS (PVT.) LTD
DIRECTOR