

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 330 existing branches
- 4) TENDER NUMBER SNDB/COK/ADMIN/T/1202/2021
- 5) BRIEF DESCRIPTION OF CONTRACT Same as Above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.14,959,400/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) -
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 01 Year
- 10) TENDER OPENED ON (DATE & TIME) 25/06/2021 At 1100 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 01
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 00
- 14) BID EVALUATION REPORT
(Enclose a copy) 29/07/2021 Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s.Arshad, Amjad & Abid (Pvt) Ltd Eq 11, MCHS
Main type Sultan Road, Karachi
- 16) CONTRACT AWARD PRICE Rs.14,247,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1) M/s.Arshad, Amjad & Abid (Pvt) Ltd
- 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 _____ 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: T00531-20-0030
No	

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

Yes	Express Tribune, Daily Express & Sindh Express 08/06/2021
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: 17/8/21

Signature & Official Stamp of
Authorized Officer

Lt Col (R) Shahzad Begg
EVP/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

BUYER RECORD

Supply of Conventional Split AC Units for Existing Business (1202)				
S.NO	COMPANY NAME	AMOUNT (Rs)	PAY ORDER NO	NAME OF BANK
01	Arshad Amjad & Abid (Pvt.) Ltd	300	06371403	Meezan Bank
Total		300/-		

SNDB/COK/ADMIN/TD/1202/2021

11/8/2021

M/s. Arshad, Amjad & Abid (Pvt) Ltd
11, MCHS, Main Tipu Sultan Road
Karachi – 78350

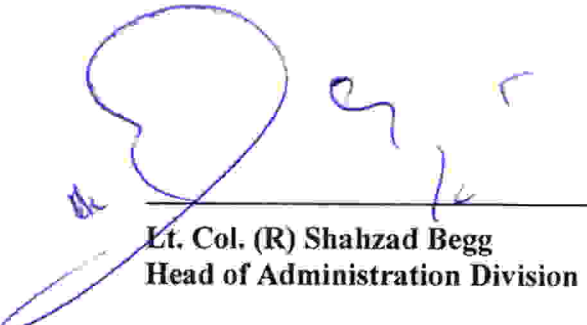
Subject: Contract Award – Supply of Conventional Split Airconditioners for 330 Existing Branches

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 08/06/2021.

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/1202/2021
3	Tender Description	Supply of Conventional Split Air Conditioners Units for Existing Branches
4	Method of Procurement	Single Stage One Envelope Bidding Procedure
5	Tender Published & SPPRA S.No.	T00531-20-0030. Express Tribune, Daily Express, Sindh Express (08/06/2021).
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical / Financial Bid Opening Date & Time	25/06/2021 at 1100 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.14,959,400/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
01.	M/s. Arshad Amjad & Abid (Pvt) Ltd	Qualified 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/-)	Only Lowest Bidder	Rs.712,400/- Below the estimated cost	Accepted Only Qualified Evaluated Bidder	Rule 48 has been complied with

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s. Arshad, Amjad & Abid (Pvt) Ltd 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

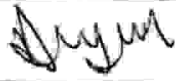
SPLIT AC UNITS **Evaluation Performa**

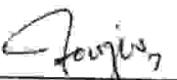
Serial No: 01

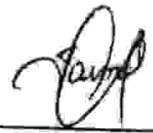
Bidder Name: Ahsheel Anyad & Asid (Pvt) Ltd

S. No.	Descriptions	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Firm's Status	10	10	Public / Private Ltd.	NTN Certificate / Letter of Incorporation / Company Registration Letter / Certificate of Registration from Registrar of Firm is required to be enclosed	Annex "A"
		5		Partnership Firm		
		3		Proprietorship		
2	Years in business in the requisite field	20	20	10 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annex "B"
		10		5 years and above		
		5		3 years and above		
3	Banks presently on Cliental List (For counting of each bank services to at least 25 branches are mandatory) for supply of relevant items having the same specification as been offered in the tender	20		5 and above	Letters to be attached duly issued from each concerned Bank stating the standard of performance/services rendered	Annex "C"
		10	10	3 and above		
4	Average Yearly Turn Over in Last 3 Years	20	20	On an average of 70 M and above per year	Audit Report or Tax Return of Last 3 Years	Annex "D"
		10		On an average of 40 M and above per year		
5	Numbers of sales and servicing offices in Pakistan	20		6 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annex "E"
		10	10	4 and above		
6	Number of ware houses in Pakistan	10		5 and above	Attach Company Profile with mention of complete addresses of warehouses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annex "F"
		5	5	2 and above		
Total Marks		100	75	Qualified / Disqualified		

Members Signatures- Evaluation Team

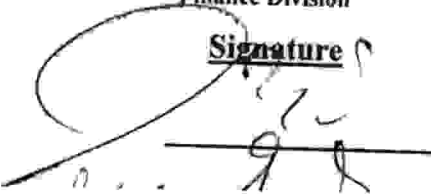

Athar Iqbal
Administration Division


Fouzia Shagim
Operations Division


Taimoor Ghausi
Finance Division

Members - Procurement Committee

1 HEAD OF ADMIN


Signature

TENDER No: SNDB/COK/ADMIN/TD/1202/2021

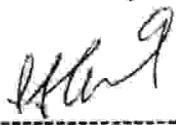
Date: 26/07/2021

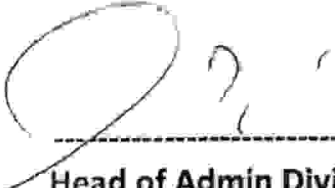
Supply of Conventional Air Conditioner Units for Existing Branches
Certificate in Compliance of Rule 48 of SPPRA

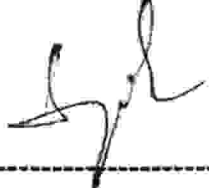
This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows:

S.No	Last Tender Price.	Estimated Price	Current tender Price
01	1 Ton AC Unit Rs.61,284/- 1.5 Ton AC Unit Rs.74,552/-	1 Ton AC Unit Rs.64,348/- 1.5 Ton AC Unit Rs.78,280/-	1 Ton AC Unit Rs.61,284/- 1.5 Ton AC Unit Rs.74,552/-

Member Procurement Committee


Head of Finance Division


Head of Admin Division


Member of IDBL

SIGNATURE MEMBERS PG-ADMIN

Head - Fin Div. _____ Tender Document-
Supply of Conventional Split Air Conditioners (AC) units for existing Branches
Head - Admin Div. _____

4 FINANCIAL PROPOSAL Member-IDBL

Date: _____

PRICE SCHEDULE

(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 it is apprised that the successful bidder will be the one who has evaluated Bid at 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 AC's Units for existing

Date: 25-06-2021

Branch

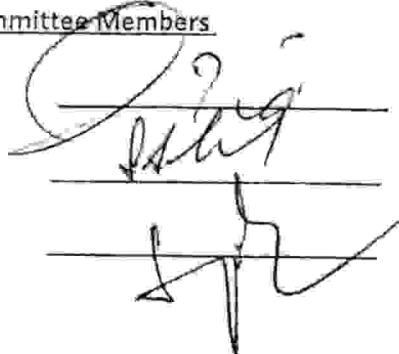
S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	Dushad Amjad & Ahsan (Pvt) Ltd	_____	By Drop box	_____	_____

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 A/c's units for GHSK

TYPE OF TENDER

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

Brown:

OPENING DATE

25-06-21

OPENING TIME

1100 hours.

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

i, Ashraf, Ayed & Alid (Pvt) Ltd

TOTAL BIDS ACCEPTED FOR EVALUATION

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IOBL

Date:

SIGNATURE MEMBERS PG ADMIN

Head - Finance

Head - Admin

Member-IOB

Date:

PRICE SCHEDULE

(Applicable for the year 2021-22)

Name of Bidder ARSWAN AMJAD & ABIO (PVT) LTD.

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 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.
- The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- The Tender will stand cancelled if the item are not supply/installed within 20 working days of issue of supply order.



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

13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
14. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility criteria evaluation.
15. Comprehensive warranty for 01 year is mandatory for all parts except consumables and 05 years warranty for compressor and plastic parts.
16. If the company qualifies the eligibility criteria then it will be required to produce the equipment along with all relevant brochures at its location on the date and time as will be intimated by the bank for necessary inspection/verification. The site inspection phase will be checked as per the performa attached as Annexure L.

We, hereby accept all the terms and conditions as given above.

MUHAMMAD ALI FAROOQ (DIRECTOR)
(Signature of bidder with name, Designation and Company Seal)

Dated: 24/6/2021



SIGNATURE MEMBERS PC-ADMIN
 Head - Fin Div. _____
 Head - Admin Div. _____
 Member-IDBL. _____
 Date: _____

5 Contract

5.1 Conditions of Contract



Arshad Amjad & Abid (Private) Limited

311-314, Muhammadi House, I.I. Chundrigar Road, Karachi - 74000, Pakistan.
Voice : 32413632-33, Email: aaagroup.org@gmail.com

INTEGRITY PACT

Contract Number: Dated: 11/8/21

Contract Value: Rs. 14,247,000/-

Contract Title:

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. Arshad Amjad and Abid (Pvt.) Ltd. 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.

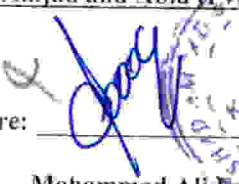
Without limiting the generality of the foregoing, M/s. Arshad Amjad and Abid (Pvt.) Ltd. represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan 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. Arshad Amjad and 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 Gos and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. M/s. Arshad Amjad and Abid (Pvt.) Ltd. 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. Arshad Amjad and Abid (Pvt.) Ltd. 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

Arshad Amjad and Abid (Pvt.) Ltd.

Signature: 

Name: Mohammad Ali Farooq

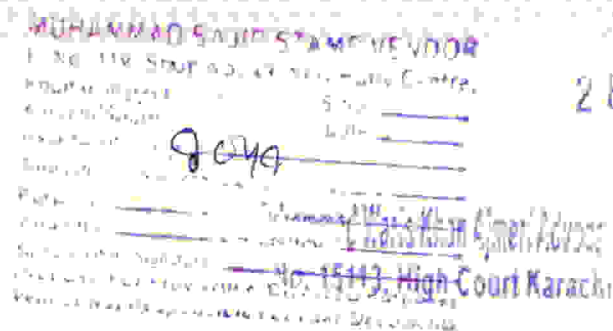
For and On Behalf of

Sindh Bank Limited

Signature: 

Name: Lt. Col (R) Shafiq Beggs
Head of Admin





OFFICE SUPERINTENDENT
Stamp Office City Court
Karachi

THIS AGREEMENT is entered into at Karachi
on this the 11 day of August, 2021

BETWEEN

M/s. Arshad Amjad & Abid (Pvt) Ltd, having its principal place of business at 11, MCHS, Main
Tipu Sultan Road, Karachi - 78350 Pakistan (hereinafter referred to as "Supplier", which
expression shall be deemed to mean and include its successors-in-interest and assigns) of the
First Part:

AND

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 "Supplier" for **Supply of Conventional Split Air Conditioners** (goods) for its 330 Existing Branches in countrywide regions and Supplier agreed to provide the following services to the bank, as per tender opening date 25-06-2021, along with Price Schedule mentioned in Particular of Proposal i.e., 1 Ton ACs 50 x Rs.61,784/- = Rs.3,084,200/- & 1.5 Ton ACs 150 x Rs.74,552/- = Rs.11,182,800/- Total of Both Comes 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. 9.8.21

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. 9 AUG 2021

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, installation, labour 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.

13) The contractor will not assign their job to anyone, except prior written permission of the bank.

14) This agreement is valid for a period of one year commencing from 11/08/21 to and / or till the supply of tender items.

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 Schedule:

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 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 supplier. 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 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) unsatisfactory warning letters/emails are issued by the Bank for unsatisfactory performance to the supplier.

Goods Faith:

The Parties undertake to act in goods 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 interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

Supplier Signature

Name

Designation

Company Name

Address

Stamp

Customer Signature

Name

Designation

Company Name

Address

Stamp

Witness:

Signature

Name

Designation

Address

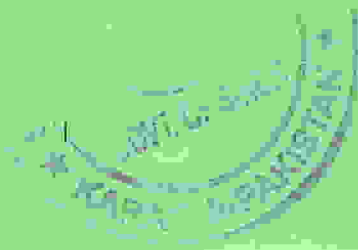
Signature

Name

Designation

Company Name

Address



3 SCOPE OF WORK / TECHNICAL PROPOSAL

Sindh Bank Limited (SNDB) requires Supply of Conventional Split Air-Conditioners for its Existing Branches in countrywide regions on need basis. (List of Branches attached as Annexure "I").

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 Unit
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Specification

Conventional type wall mounted Air conditioner, 12000 BTU/hr. and 18000 BTU/hr. respectively for 1 Ton and 1.5 Ton, Compressor Type – Rotary Compressor
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This is a Single Stage one envelope 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 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.

4. FINANCIAL PROPOSAL