SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

11	NAME OF THE O	DO ANIIZATIONI / DEDTT	SINDH BANK LIMITED/ADMINISTRATION	l	li li
1)	• • • • • • • • • • • • • • • • • • • •	RGANIZATION / DEPTT. OCAL GOVT./ OTHER	SCHEDULED BANK		
2)3)	TITLE OF CONTR		Renovation of Bahria Town Branch Lahore		
<i>3)</i> 4)	TENDER NUMBE		SNDB/COK/ADMIN/TD/1208/2021		
4) 5)		ION OF CONTRACT	Same as Above		
<i>5)</i> 6)		PPROVED THE SCHEME	Competent Authority		
			-		
7)	TENDER ESTIMA ENGINEER'S EST		Rs.2,396,650/-		
8)	(For civil works on		10.2,0001000		
9)	ESTIMATED CO	APLITION ERIOD (AS PI	FR CONTRACT) 45 Days		
		OON (ATE & TAE)	04/08/2021 At 1600 Hours		
•	NUMBER OF TEN		01	·	
11,	(Attach list of buye				
12)	NUMBER OF BID	S RECEIVED	A		
			TIME F OPENING OF BIDS 00		
	BID EVALUATIO		95/05 021 Attached		Ì
14)	(Enclose a copy)	TV KEI OKI		-	
				t f	
15)	NAME AND ADD	RESS OF THE SUCCESSF	UL DD M/s. MA Construction S	House ~	10 14-1
15)	NAME AND ADD	RESS OF THE SUCCESSF		Fand ton	m, Sahum
	NAME AND ADD		Rs.2,756,6 /-	Fand ton	m, Sahuu
16)	CONTRACT AWA	ARD PRICE	VALUATION REPORT	Fand ton	10-14-Y m, Sahmu
16)	CONTRACT AWA	ARD PRICE	Rs.2,756,6	Fand ton	10-14-Y m, Sahuw
16)	CONTRACT AWA	ARD PRICE	VALUATION REPORT	Fand ton	10-14-Y m, Sahuw
16)	CONTRACT AWA	ARD PRICE	VALUATION REPORT	Fand ton	10-14-Y m, Sahnub
16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV	ARD PRICE CCESSFUL BIDDER IN EV ALUATION BID).	VALUATION REPORT 1) M/s. Z.A Construction	Fand ton	19-14-Y m, Sahuw
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16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV)	ARD PRICE CCESSFUL BIDDER IN EV ALUATION BID).	VALUATION REPORT 1) M/s. Z.A Construction ck one)	Fand tow	
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16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV) METHOD OF PRO a) SINGLE S	ARD PRICE CCESSFUL BIDDER IN EVALUATION BID). DCUREMENT USED : - (TI	VALUATION REPORT 1) M/s. Z.A Construction ck one)		
16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV METHOD OF PRO a) SINGLE S b) SINGLE S	ARD PRICE CCESSFUL BIDDER IN EVALUATION BID). DCUREMENT USED : - (Ti STAGE – ONE ENVELOPE	VALUATION REPORT 1) M/s. Z.A Construction ck one) PROCEDURE		
16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV. METHOD OF PRO a) SINGLE S b) SINGLE S c) TWO STA	ARD PRICE CCESSFUL BIDDER IN EVALUATION BID). DCUREMENT USED : - (TI STAGE – ONE ENVELOPE STAGE – TWO ENVELOPE AGE BIDDING PROCEDUI	VALUATION REPORT 1) M/s. Z.A Construction ck one) E PROCEDURE E PROCEDURE		
16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV. METHOD OF PRO a) SINGLE S b) SINGLE S c) TWO STA	ARD PRICE CCESSFUL BIDDER IN EVALUATION BID). DCUREMENT USED : - (TI STAGE – ONE ENVELOPE STAGE – TWO ENVELOPE AGE BIDDING PROCEDUI	VALUATION REPORT 1) M/s. Z.A Construction ck one) E PROCEDURE E PROCEDURE		
16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV METHOD OF PRO a) SINGLE S b) SINGLE S c) TWO STA d) TWO STA	ARD PRICE CCESSFUL BIDDER IN EVALUATION BID). DCUREMENT USED: - (TI STAGE – ONE ENVELOPE STAGE – TWO ENVELOPE AGE BIDDING PROCEDUIT AGE – TWO ENVELOPE B	RS.2,756,691- VALUATION REPORT 1) M/s. Z.A Construction Ck one) E PROCEDURE E PROCEDURE AIDDING PROCEDURE	Domestic/ Local	
16) 17)	CONTRACT AWA RANKING OF SU (i.e. 1 st , 2 nd , 3 rd EV. METHOD OF PRO a) SINGLE S b) SINGLE S c) TWO STA d) TWO STA	ARD PRICE CCESSFUL BIDDER IN EVALUATION BID). DCUREMENT USED: - (TI STAGE – ONE ENVELOPE AGE BIDDING PROCEDUIT AGE – TWO ENVELOPE B SPECIFY IF ANY OTHER	VALUATION REPORT 1) M/s. Z.A Construction ck one) E PROCEDURE E PROCEDURE	Domestic/ Local	

								_
0)	WHETI	HER THE PROCUREMENT WAS INCLUDED I	N ANN	IUAL PROC	UREMI Yes	ENT	PLAN No	!?
1)	ADVE	RTISEMENT:						
			Yes	SPPRA S. N	o:T00531	-20-0	037	
	i)	SPPRA Website (If yes, give date and SPPRA Identification No.)						
		(11 yes, give date and of Free Identification 1 to)	No					
	ii)	News Papers	Yes	Express Trib	oune Dail	lv Fxt	ress. S	indh
	,	(If yes, give names of newspapers and dates)	1.55	Express (15			,	· · · · · ·
		. ()	No					
		() '^				_	'- I	
2)	NATU	RE OF CON PAGE		l	Domestic/ Local	1	Int.	
21	WHET	HER QUALIFICATION CRITTON						
.5)	WAS I	NCLUDED IN BIDDING / TENDER JC MEN	TS?	_				
	(If yes,	enclose a copy)			Yes	✓	No	
24)		HER BID EVALUATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUM	TS?		Yes	1	No	
		enclose a copy)) '	•		•	
		Y		_				
25)		HER APPROVAL OF COMPETENT AUTHORIT OD OTHER THAN OPEN COMPETITIVE BIDD		IS OR T	D FOR	US	Ī	
	IVIL TTI	OD OTHER THAN OF EN COME ETTIVE BIBL			Yes		No	1
26)	WAS E	BID SECURITY OBTAINED FROM ALL THE B	IDDER	RS?	Yes	7	No	
				■ L	_ res		INU	<u> </u>
27)	WHET	HER THE SUCCESSFUL BID WAS LOWEST E	VALU	ATED	Yes	7	No	
ĺ		BEST EVALUATED BID (in case of Consultancies		L		احضا	1.10	الصال
• • •					11		1	
28)		HER THE SUCCESSFUL BIDDER WAS TECHN LIANT?	VICAL	LY	Yes	<u> </u>	No	
29)	WHET	HER NAMES OF THE BIDDERS AND THEIR	OUOT	TED PRICES	S WERE	ERF	AD O	UT AT
,	THE T	IME OF OPENING OF BIDS?	(30)	[Yes	7	No	
				L	L	<u>l</u>	ı	للبيطا
iU)	WHET	HER EVALUATION REPORT GIVEN TO RACT?	BIDD	ERS BEFC	RE TH	HE A	AWAF	RD OF
		copy of the bid evaluation report)		_				

21) AND COMBLAINTS DECEMPED		p
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN (If yes, give details)	THE T	ENDER NOTICE / DOCUMENTS
· · · · ·	Yes	
22) WAS THE EVTENSION MADE IN DESIGNISE TIME?	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 A ENCY BLACK LISTED?	THAT	THE SELECTED FIRM IS NO Yes ✓ No
SUPPLIER'S PREMISES IN CONNECTION WITH A	PRC	PROCURING AGENCY TO THUREMENT? IF SO, DETAILS TO ROAD: Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON MY THE CONTRACT (BANK GUARANTEE ETC.)?	ILIZA	Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
39) Date of Award of Contract: 2/9/21	No	No
ignature & Official Stamp of Authorized Officer Lt Col (R) Shahzad Begg	_	
EVP/Head of Administration SINDH BANK LIMITED		
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					
S.No	Company Name	AMOUNT DEPOSITED			
1	ZA Construction	300			
	Total	300			



		Bid Evaluation Report						
ļ	Evaluation Report — Renovation of Bahria Town Branch Lahore							
1	Name of Procuring Agency	Sindh Bank Ltd.						
	Tender Reference No.	SNDB/COK/ADMIN/TD/1208/2021						
3	Tender Description	Renovation of Bahria Town Branch Lahore						
4	Method of Procurement	Single Stage One Envelope Bidding Procedure						
5	Tender Published / SPPRA S.No	T00531-20-0037, Express Tribune, Dally Express, SIndh Express (15/07/2021).						
6	Total Bid Documents Sold	01						
7	Total Bids Received	01						
8	Technical/Financial Bid Opening Date & Time	04/08/2021 at 1600 Hrs						
9	No. Of Bid qualified	01						
10	Bid(s) Rejected	00						

Detail on the above is as follows:-

S No	Name of Firm or Bidder	Qualified / Disqualified in Technical / Eligibility Inspection	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Engineering Estimated cost (Rs.2,396,650/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
1.	M/s. Z.A Construction	Qualified	Rs.2,756,600/-	Only Bidder	Rs.359,950/- Above the estimated cost	Accepted as Only Qualified Evaluated 8Id well within 15% limit	Rule 48 has been complied with

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s.Z.A Construction is the qualified evaluated bidder and their bid i.e. Rs.2,756,600/-, hence recommended for renovation of bahria town Branch Lahore.

Members Signature-Procurement Committee

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

Saeed Jamal Chief Financial Officer

Syed Muhammad Aqeel Chief Manager, IDBL Karachi

Z.A Construction

General Civil Engineering Work & Architect

Head Office: House No. 14-V Farid Town Sahiwal. Ph: +9240-4550280, Cell: 0300-6923009, 0300-6532781 E-mail: za.construction@yahoo.com

Ref. No.

INTEGR	ITV	DA	CT
INTEGR	1 F Y	PΑ	J. I

Contract Number: SNOB COK HOMIN TO 1208/2021

Contract Value: <u>Rs.</u> 2,756,600/ =

Contract Title: Remonation of Bahria town branch habor

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. 7:A · Constabir 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 oractice.

Without limiting the generality of the foregoing, M/s. <u>ZA Cawlub</u>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 uridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commi**ss**ion, 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, nterest, privilege or other obligation or benefit in whatsoever form from Gos, except that which has been expressly declared pursuant hereto.

M/s. 7-A. Carthragements and arrangements 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. 799 Conflutivaccepts 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/s2A. Constitutionagrees to indemnify Gos for any loss or damage incurred by it on account of its corrupt business practices and further pay



Z.A Construction

General Civil Engineering Work & Architect

Head Office: House No. 14-V Farid Town Sahiwal. Ph: +9240-4550280, Cell: 0300-6923009, 0300-6932781 E-mail: za.construction@yahoo.com

Rof. No._____

Dato 6/9/21

ompensation to Gos in an amount equivalent to ten times the sum of any commission, gratification, bribe, inder's fee or kickback given by , as aforesaid for the purpose of obtaining or inducing the procurement of any ontract, right, interest, privilege or other obligation or benefit in whatsoever form from Gos.

or and On Behalf of

ignature:

nature:

Name: Mian. ZuiFOARA

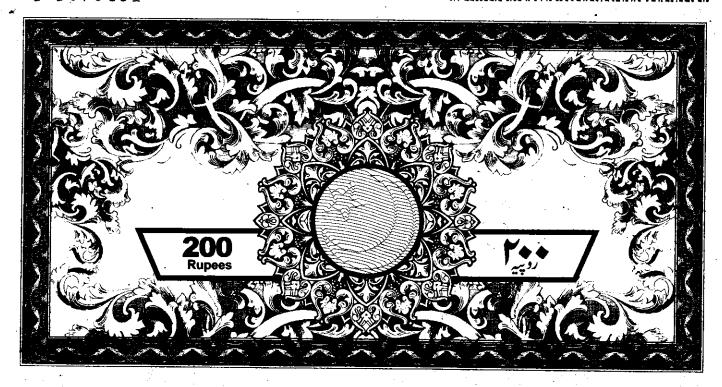
For and On Behalf Of

Sindh Bank Limited

Signature:

Name:

KARACHI **



Dated: 6/9/21

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

Letter of Award

Renovation, Interior Work, Construction and Electrical Work at Sindh Bank Limited "Bahria Town Branch Lahore".

This is with reference of your Tender dated 04/08/2021 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.2,756,600/-

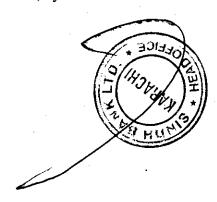
Other terms & conditions would be as follows:

1. Description of Work:

- a) Civil/Interior work as per the detailed drawing submitted to the bank.
- b) Electrical Works

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





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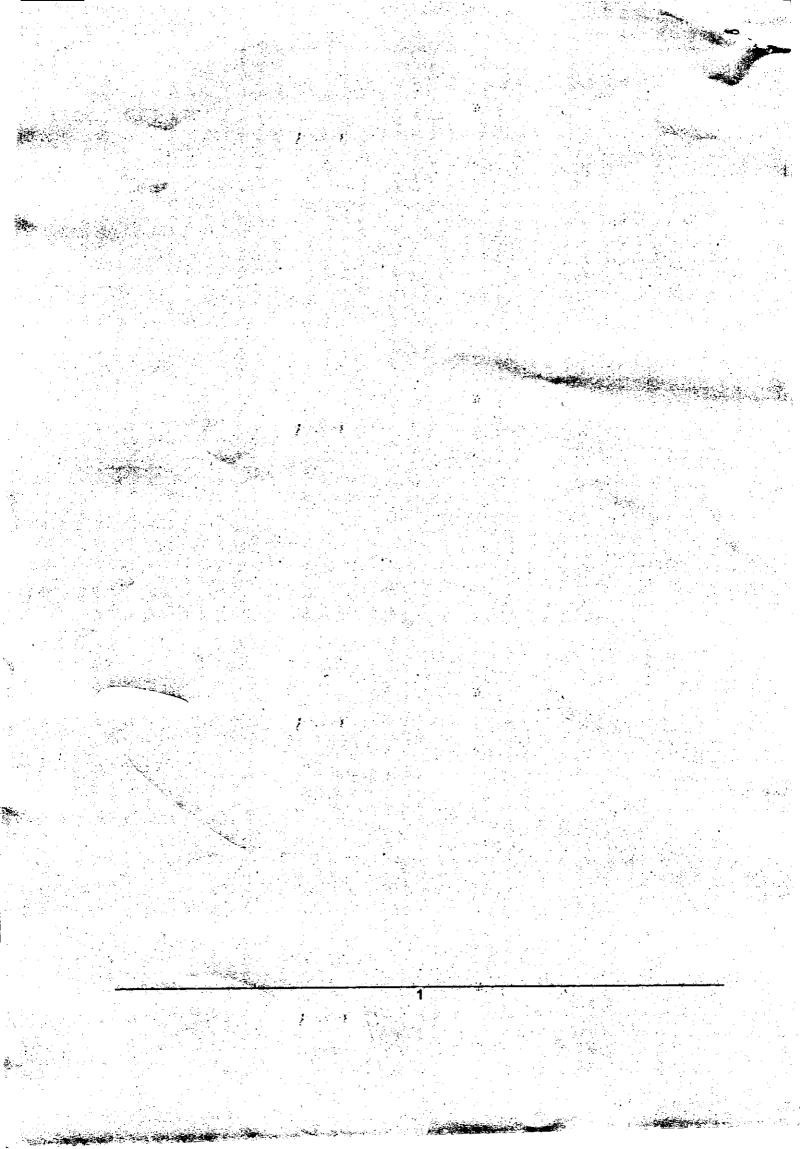
Britist Sehedule:

The payment will be given as per following schedule.

MODE OF STREET, ELECTRICAL & RENOVATION WORKS:

	Payment Steps	Work Progress Stages	Job to be Completed	Verified By
			Demolition/Removal of debris	
1	1 st Running	On completion of	Block masonry for bath plaster complete	Admin
	Payment	35% job.	Drainage Line/Sewerage Lines	
AN SA SA	30%		Plaster Work	
			Wire Piping Conducting	
2	2 nd Running Payment	On completion of 70% job.	Copper Piping	Admin/Area
	30%	70% jób.	Bath Tiles 100%	Manager
至此樣			Ceiling framing	
		,	Electrical Networking Wiring Electrical Switch, fittings, DB	
	3 rd Running	On completion of	Bath / Kitchen fitting	5 1/2
3	Papanent 20%	90% Job.	Glass Door and Porlind Door. Paint Work	Administra Manage & HOT
			Elevation works	
	Final Payment		Electrical Networking Wiring	
4	17%	On completion of 100% job.	Engineer Visit / Branch Completion Certificate	Engineer Visit/ Branch Completion
	5% Retention Monéy (2% Performance	5% Retention Money	After satisfactory completion of 3 months from actual completion	Certificate
	Security + 3% Retention Money)		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 disc receipt of letter of satisfaction from concerned branch manager, Final Bill will be made on actual verified quantities / area.

3. Completion of Period:

The completion period of the entire work will not exceed 45042, from the date of handling over SITE to the Contractor i.e. 692 In case of failure to complete the job within stipulated period i.e. 2162 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,

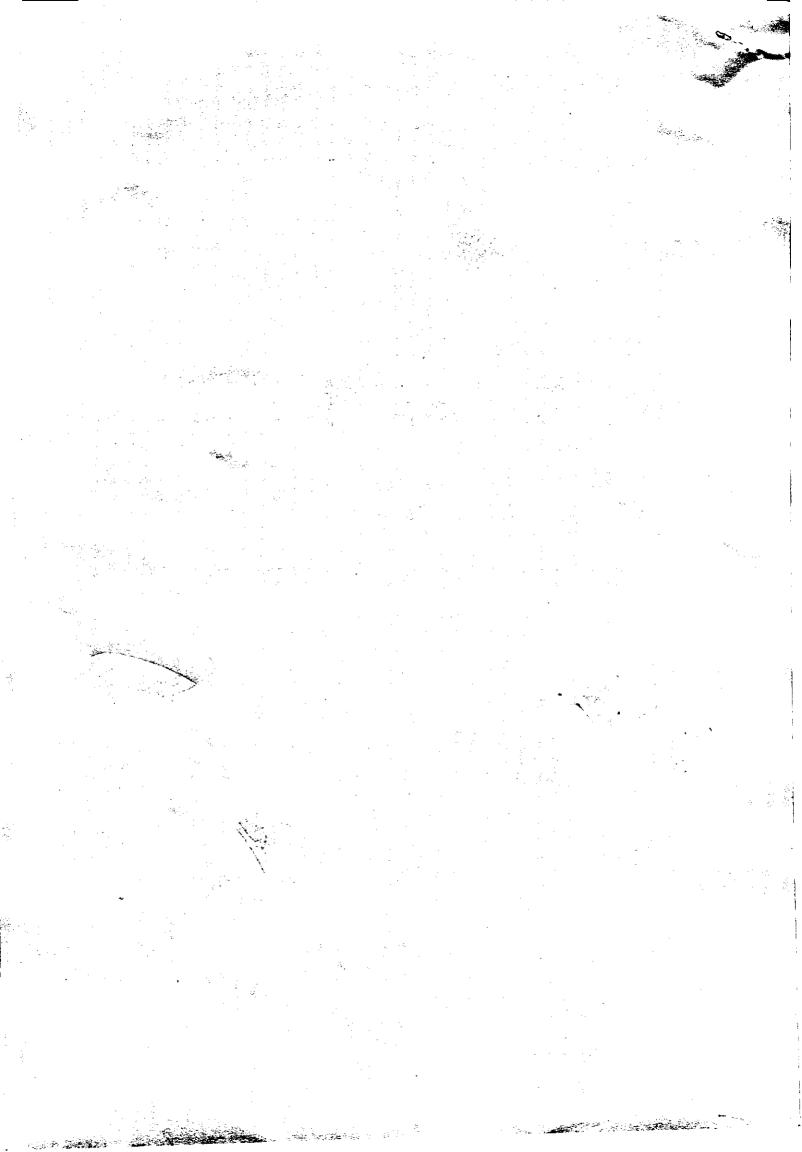
MOHSIN ALI RAHU
Chief Engineer
Sindh Bank Ltd.

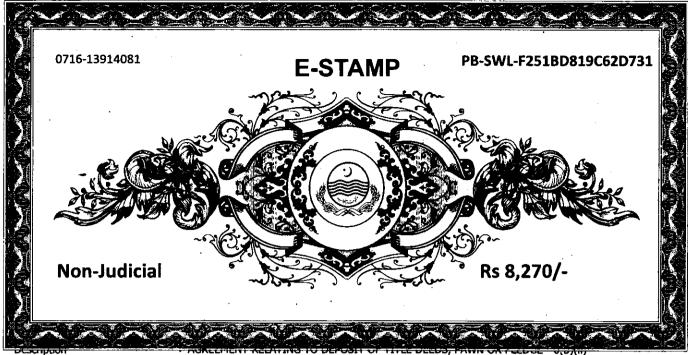
was Almed Sindh Bank Ltd.

Contreer

Agreed & Accepted
For & on behalf of

Instruction





First Party

: Muhammad Zulfigar Ali [36502-8437413-7]

Second Party

: Muhammad Asif Manaka [35301-6737506-3]

Agent

: Muhammad Zulfiqar Ali [36502-8437413-7]

Stamp Duty Paid by

: Muhammad Asif Manaka [35301-6737506-3]

Issue Date
Paid Through Challan

: 30-Aug-2021, 10:14:05 AM : 2021332DA4991786

Amount in Words

: Eight Thousand Two Hundred and Seventy Rupees Only

Please Write Below This Line

Proceedings of the Designation of the Control of th

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

THIS AGREEMENT is entered into at Karachi on this the _____ day of _____ 2021

BETWEEN

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

AND

SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan in (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 **Bahria Town Branch Lahore** and Contractor agrees to provide the following services to the bank, as per the tender opened on **04/08/2021**.

i. Renovation, Interior, Electrical and contraction work as per detailed BOQ submitted to the Bank.

Total Price as per Financial / Technical Proposal

Submitted by M/S. Z. A Construction: Rs.2,756,600/- as Annexure "A".

The terms and conditions are as follows:

Terms & Conditions:







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

Change / alteration in the original Plan:

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

Payment Schedule:

The payment will be given as per following schedule.

MODE OF PAYMENTS, CIVIL, ELECTRICAL & RENOVATION WORKS:

S.No	Payment Stages	Work Progress Stages	Job to be Completed	Verified By
1	1 st Running Payment 30%	On completion of 35% job.	Demolition/Removal of debris Block masonry for bath plaster complete	Admin
			Drainage Line/Sewerage Lines Plaster Work	-
			Wire Piping Conducting	
. 2	2 nd Running	On completion of	Copper Piping	Admin/Area
	Payment	70% job.	Bath Tiles 100%	Manager
	30%		Ceiling framing	
			Electrical Networking Wiring	(SA)
3	3 rd Running Payment	On completion of 90% job.	Electrical Switch, fittings, DB	Admin/Akean Ki
J	20%		Bath / Kitchen fitting Glass Door and Porlind	Manager
			Door. Paint Work Elevation works	
4	Final Payment 17%	On completion of 100% job.	Engineer Visit / Branch Completion Certificate	Engineer Visit/ Branch Completion
	5% Retention	5% Retention	After a tisfact	certificate
	Money (2%	Money	After satisfactory completion of 3 months from actual completion	
5	Performance Security + 3% Retention		•	Branch Management
	Money)			

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

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Period of Contract:

Date of Handing over site

Branch Completion date:

Commencement of Work:

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

Penalty:

- 1. The completion period of the awarded work will be 75 days from the date of handing over the site, the bank's representative will confirm the same.
- 2. In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- 3. The rates quoted by the Contractor will include all works, necessary for establishment of Bank Branch, complete in all respect strictly in accordance with 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:

- 1. 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.
- 2. Party may change its address for notice by giving a notice to the other Party in writing of such change.

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:

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

Termination of Agreement by the Contractor:

- 1. The Contractor may terminate this Agreement, by not less than (30) days' written notice to the Bank, if the Bank fails to pay any money due to the Contractor pursuant to this Agreement without Contractors fault.
- 2. If, as the result of Force Majeure, the Contractor is unable to 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.

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:

- 1. 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 first complaint redressal committee of the bank and if parties could not reached at amicable situation, then the matter will be referred to the grievance committee of Bank and if matter could not be resolved the matter will be referred for arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be at Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Obligation of the Contractor:

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



Conflict of Interest:

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

Confidentiality:

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

PADEMNIFICATION.

I. The Contractor (the "Indemnifier") the contractor herein 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).

ii This Article shall survive after termination of this Agreement.

Anti - Money Laundering.

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

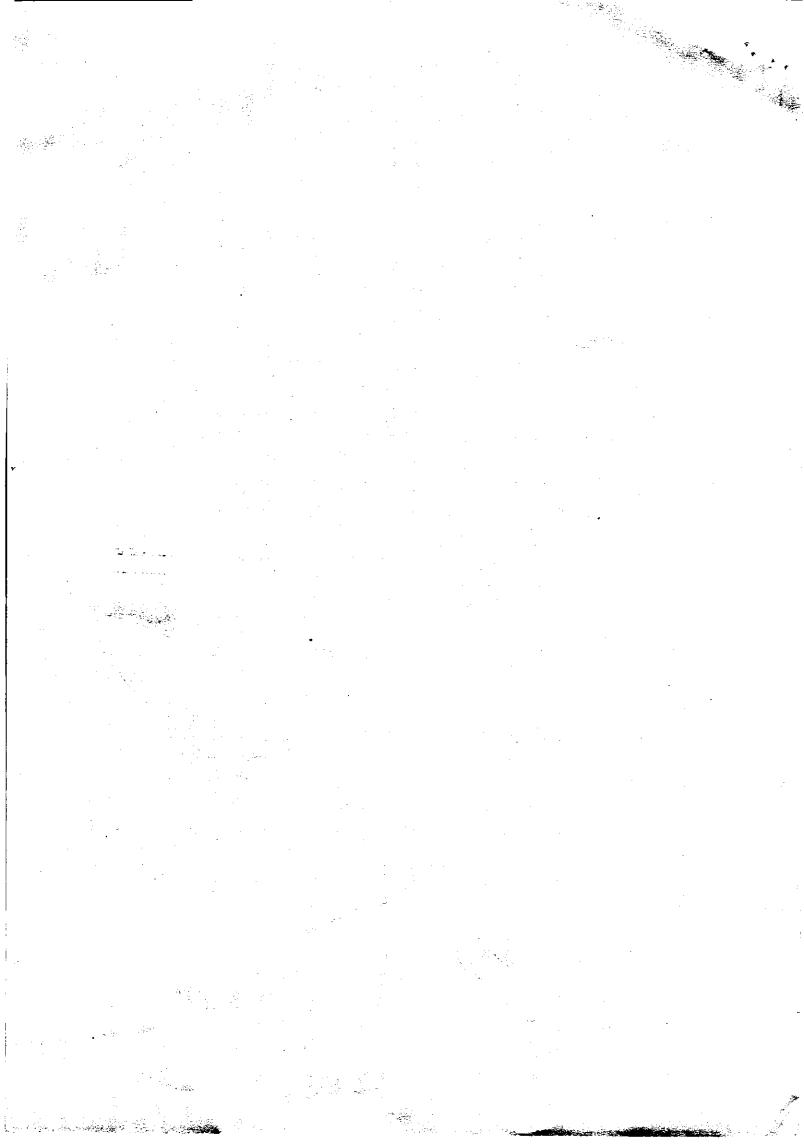
MEES TO REGULATOR.

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

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

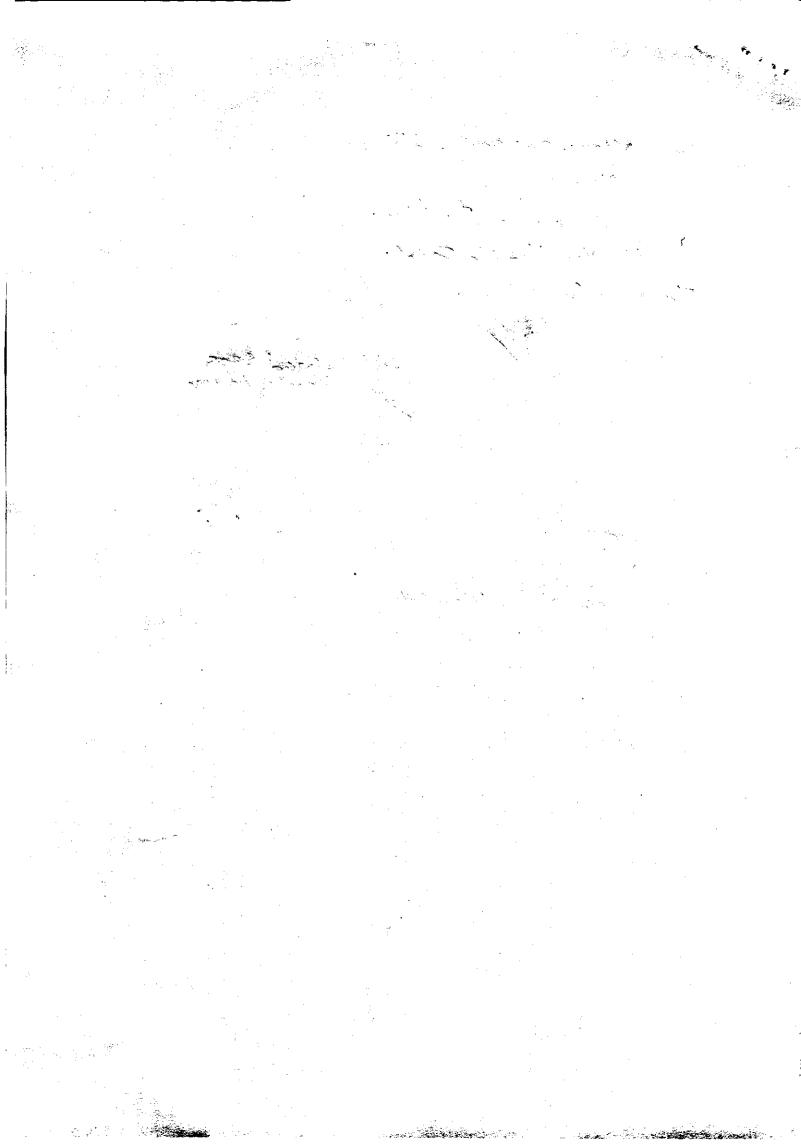
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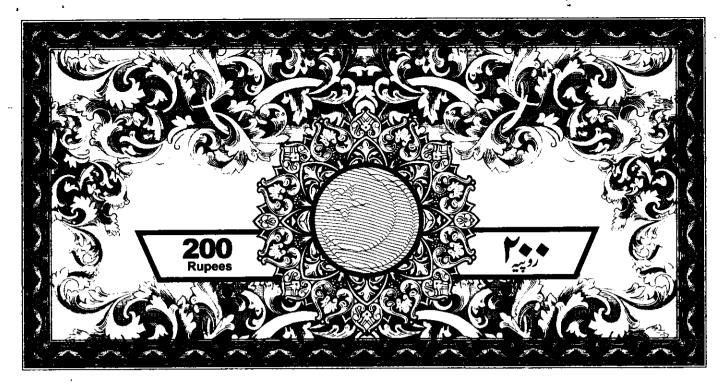
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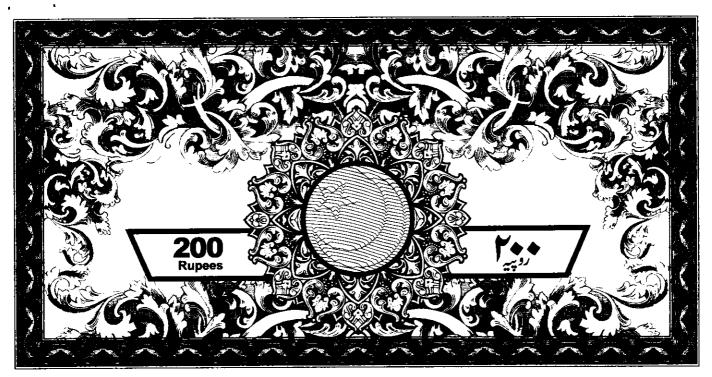


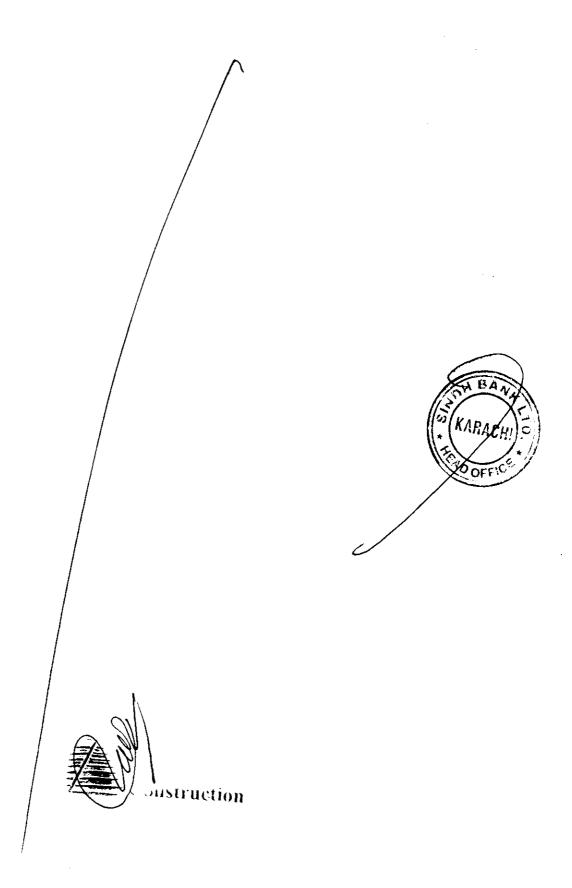






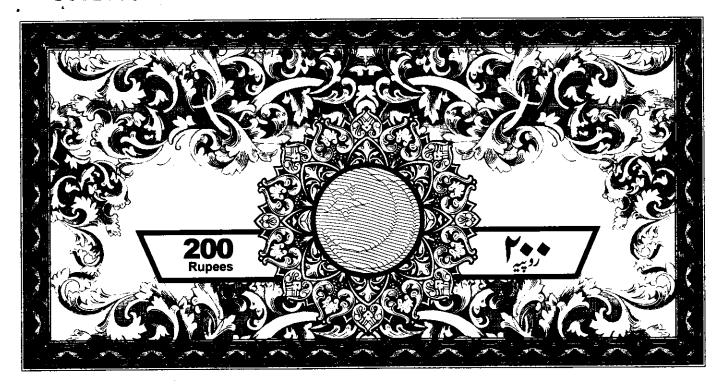
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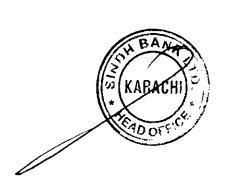


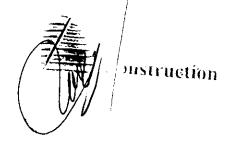


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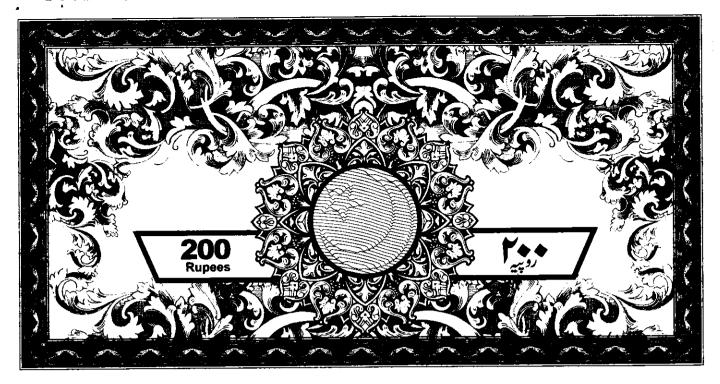
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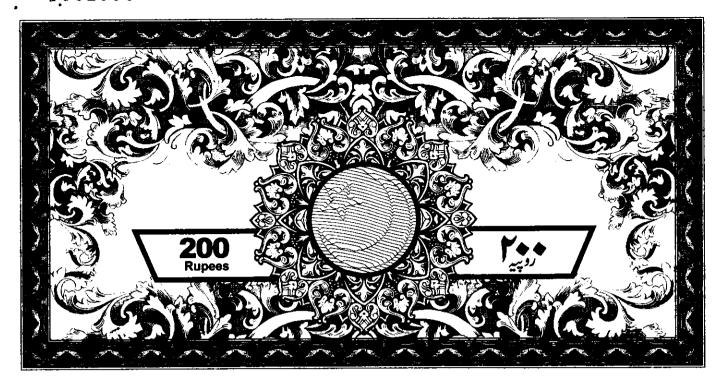
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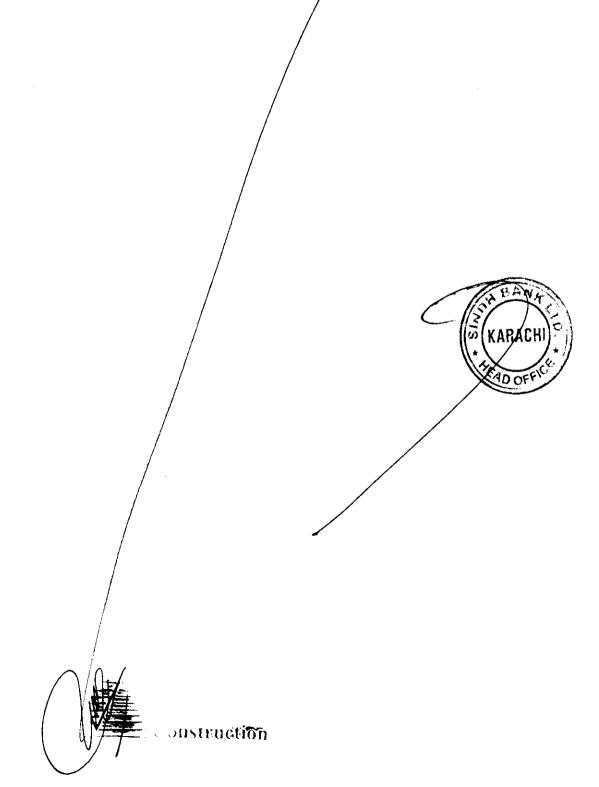






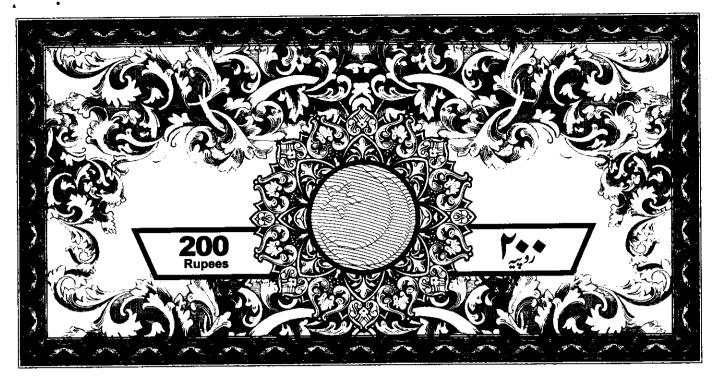
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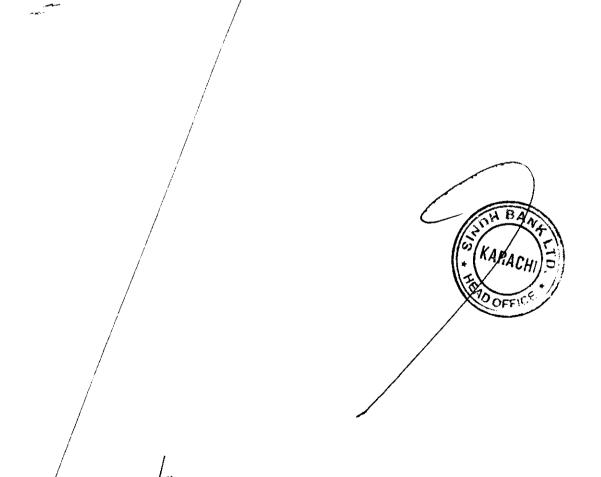




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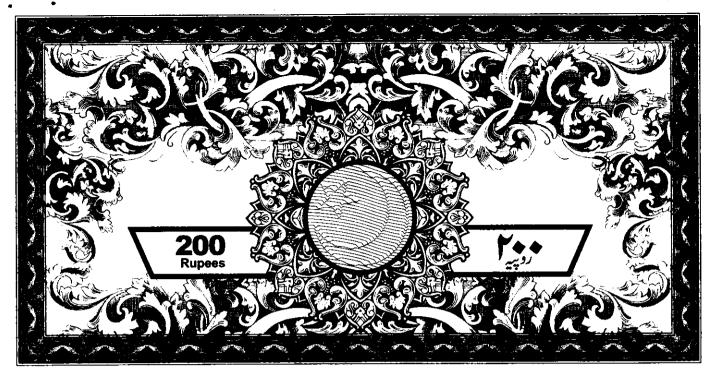


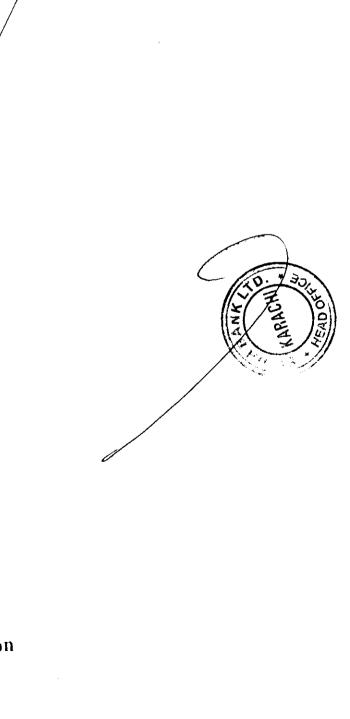


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3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires proposal from the Contractors for RENOVATION OF BAHRIA TOWN BRANCH, LAHORE