

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 Renovation of Bahria Town Branch Lahore
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1208/2021
- 5) BRIEF DESCRIPTION OF CONTRACT Same as Above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE -
- 8) ENGINEER'S ESTIMATE Rs.2,396,650/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 45 Days
- 10) TENDER OPENED ON (DATE & TIME) 04/08/2021 At 1600 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 01
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 00
- 14) BID EVALUATION REPORT 05/08/2021 Attached
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Z.A Construction E1 House no. 14-Y
Fard town, Sahiwal
- 16) CONTRACT AWARD PRICE Rs.2,756,650/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1) M/s. Z.A Construction

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:T00531-20-0037
No	

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

Yes	Express Tribune, Daily Express, Sindh Express (15/07/2021)
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 details and 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 ARRANGEMENT, IF A ROAD:
(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: 2/9/21

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

<u>Buyer Record</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	ZA Construction	300
Total		300

Bid Evaluation Report		
Evaluation Report – Renovation of Bahria Town Branch Lahore		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	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 Bid 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. _____

Date 6/9/21

INTEGRITY PACT

Contract Number: SNOB/COK/ADMIN/TD/1208/2021

Dated: _____

Contract Value: Rs. 2,756,600/-

Contract Title: Renovation of Bahria town branch school

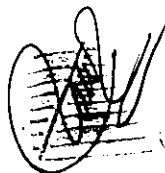
Declaration of Fees, Commissions and Brokerage etc. Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

M/s. Z.A. Construction 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. Z.A. Construction 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. Z.A. Construction 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. Z.A. Construction 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. Z.A. Construction agrees to indemnify Gos for any loss or damage incurred by it on account of its corrupt business practices and further pay


Z.A. Construction

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. _____

Date 6/9/21

compensation to Gos in an amount equivalent to ten times the sum of any commission, gratification, bribe, tender'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

For and On Behalf Of

Signature: _____

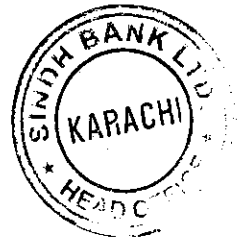
Sindh Bank Limited

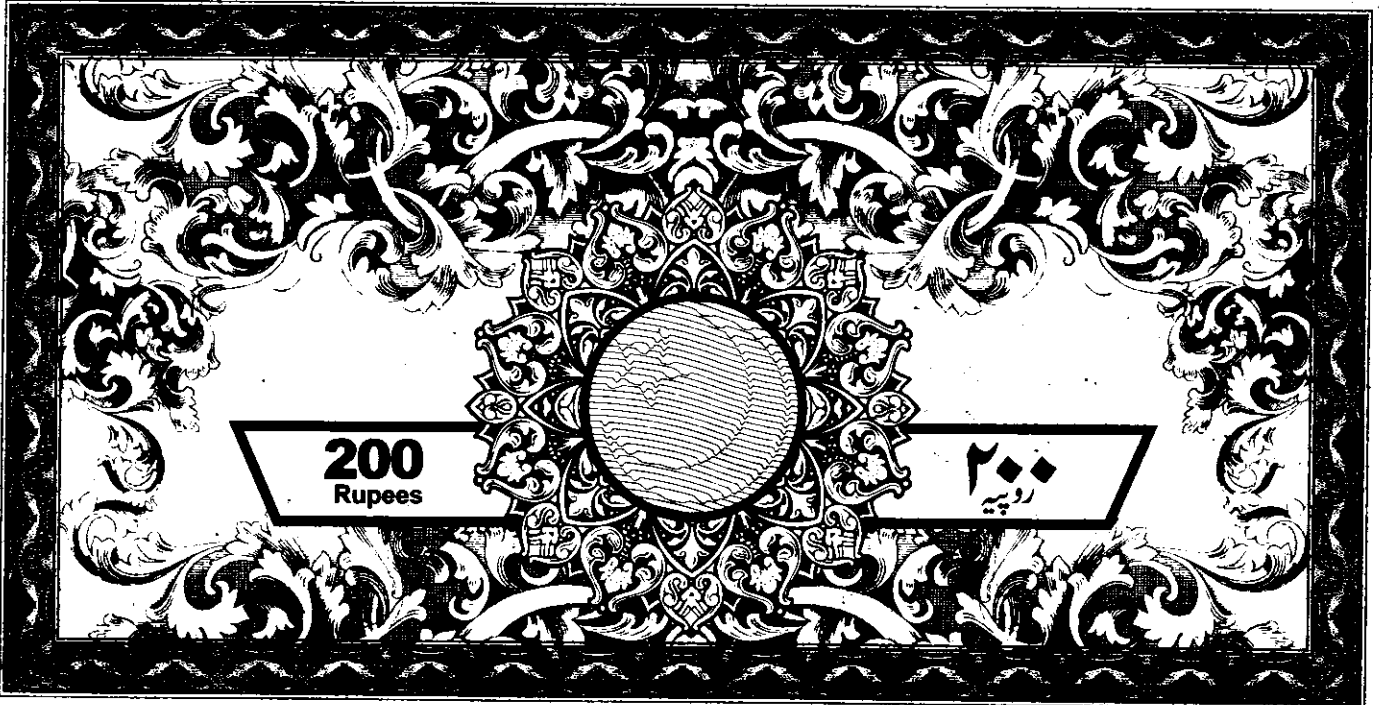
Signature: _____

Name: _____

Mian Zulfocar Ali

Name: _____





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/-**

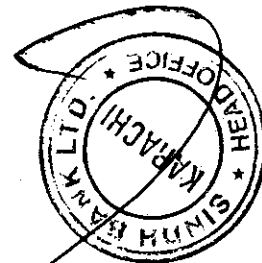
Other terms & conditions would be as follows:

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.


Construction



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استفسار

محمد ذوالفقار علی دہلوی سرورینس فریڈمان

از کلاس

3652 - 8437413 -

تعمیر فریڈمان

سیدان سیدان سیدان
لا تفسیر لیس
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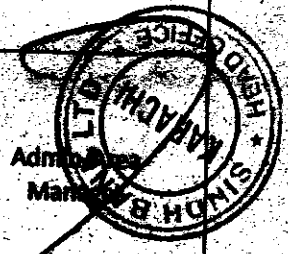
Handwritten signature and lines

Payment Schedule:

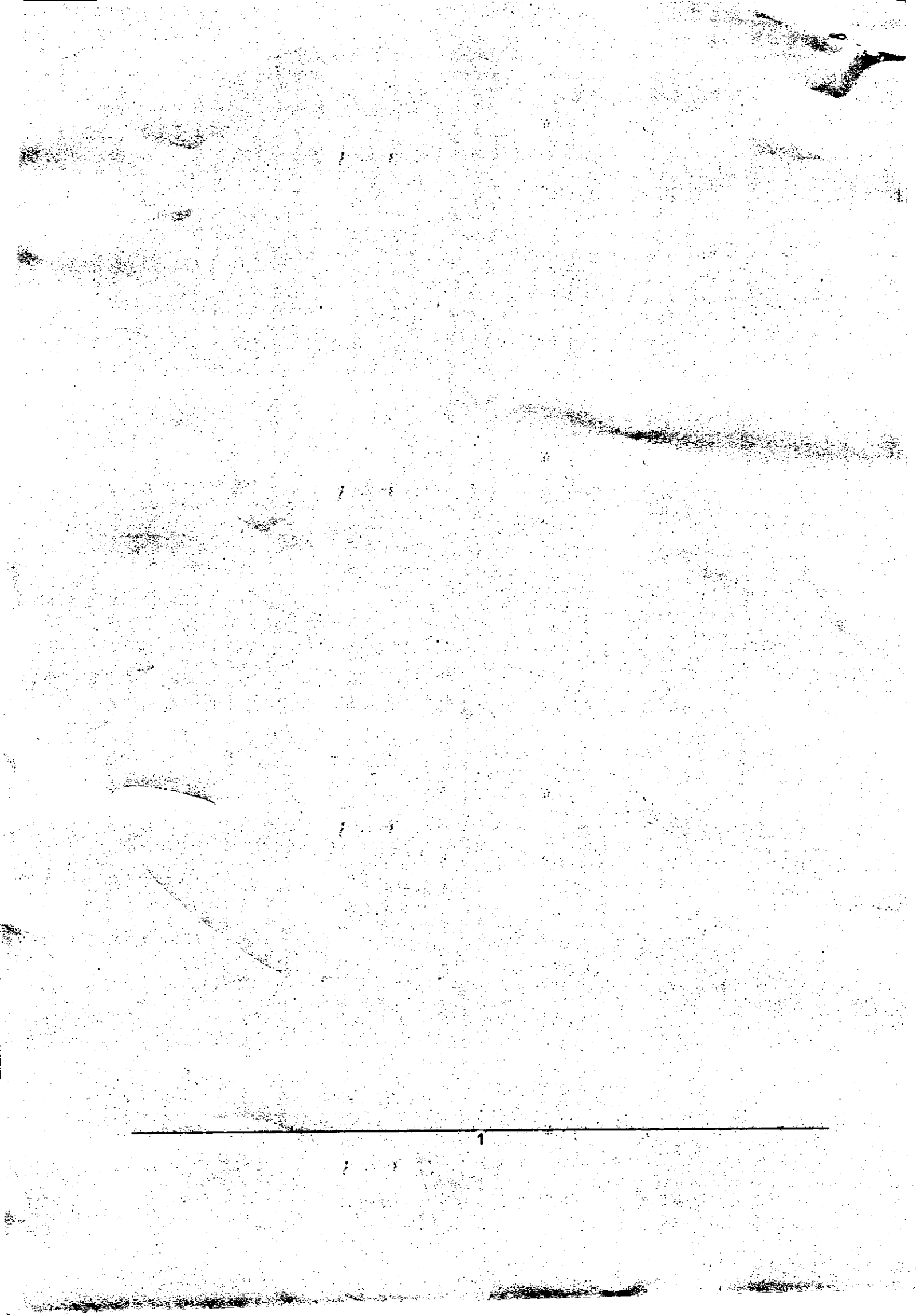
The payment will be given as per following schedule.

MODE OF PAYMENT CIVIL, ELECTRICAL & RENOVATION WORKS:

	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 Drainage Line/Sewerage Lines. Plaster Work	Admin
2	2 nd Running Payment 30%	On completion of 70% job.	Wire Piping Conducting Copper Piping Bath Tiles 100%	Admin/Area Manager
3	3 rd Running Payment 20%	On completion of 90% job.	Ceiling framing Electrical Networking Wiring Electrical Switch, fittings, DB Bath / Kitchen fitting Glass Door and Porlind Door. Paint Work Elevation works Electrical Networking Wiring	Admin/Area Manager
4	Final Payment 17%	On completion of 100% job.	Engineer Visit / Branch Completion Certificate	Engineer Visit/ Branch Completion certificate
5	5% Retention Money (2% Performance Security + 3% Retention Money)	5% Retention Money	After satisfactory completion of 3 months from actual completion	Branch Management



Construction



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 the 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 45 DAYS, from the date of handing over SITE to the Contractor i.e. 6/9/21. In case of failure to complete the job within stipulated period i.e. 21/12/21 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.

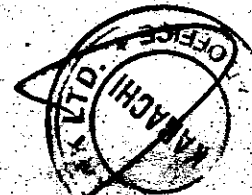
Please sign & affix your company's stamp and return the same to us as a token of your acceptance immediately.

With Regards,



Feroz Ahmed
Project Engineer

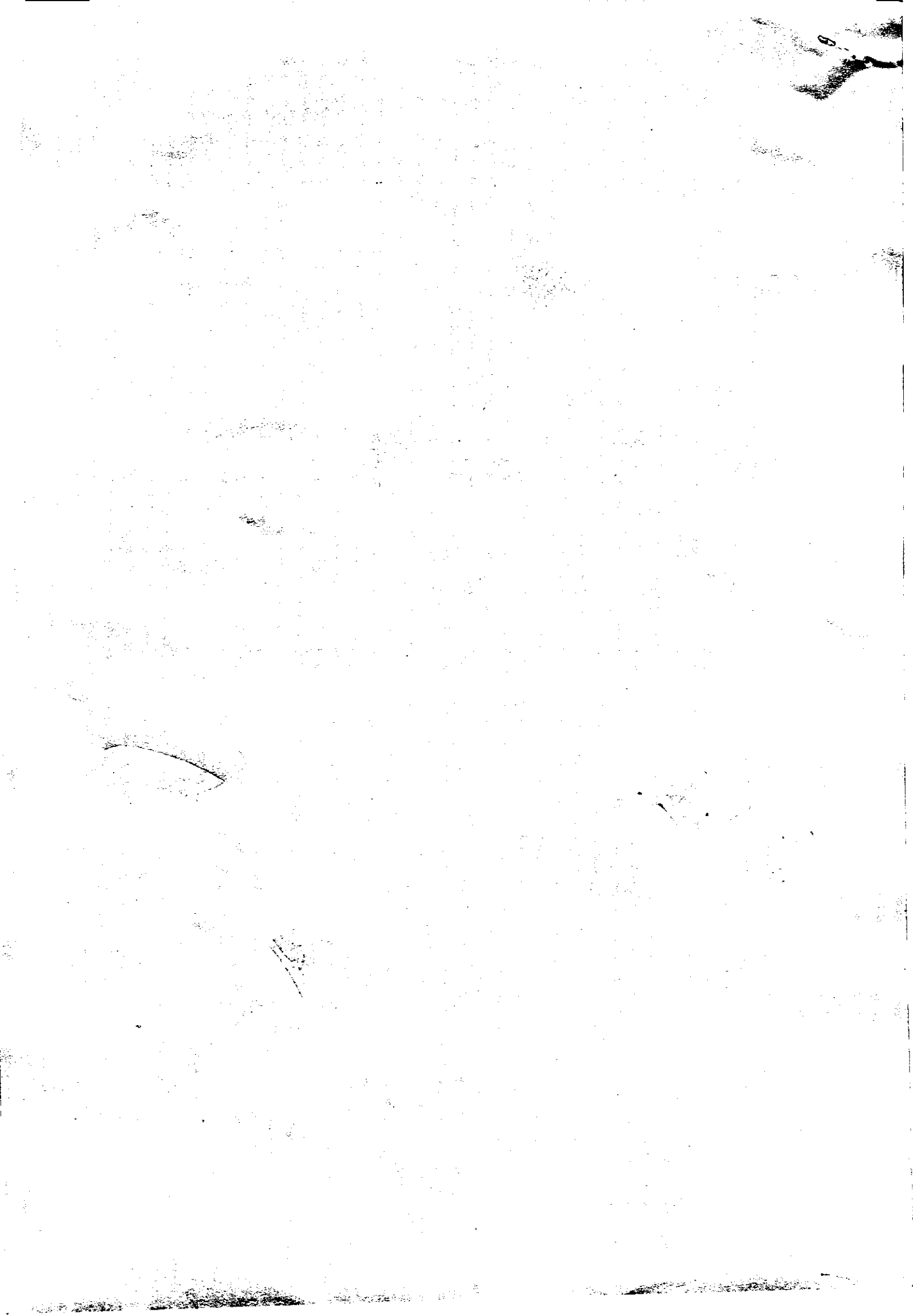
MOHSIN ALI RAHU
Chief Engineer
Sindh Bank Ltd.



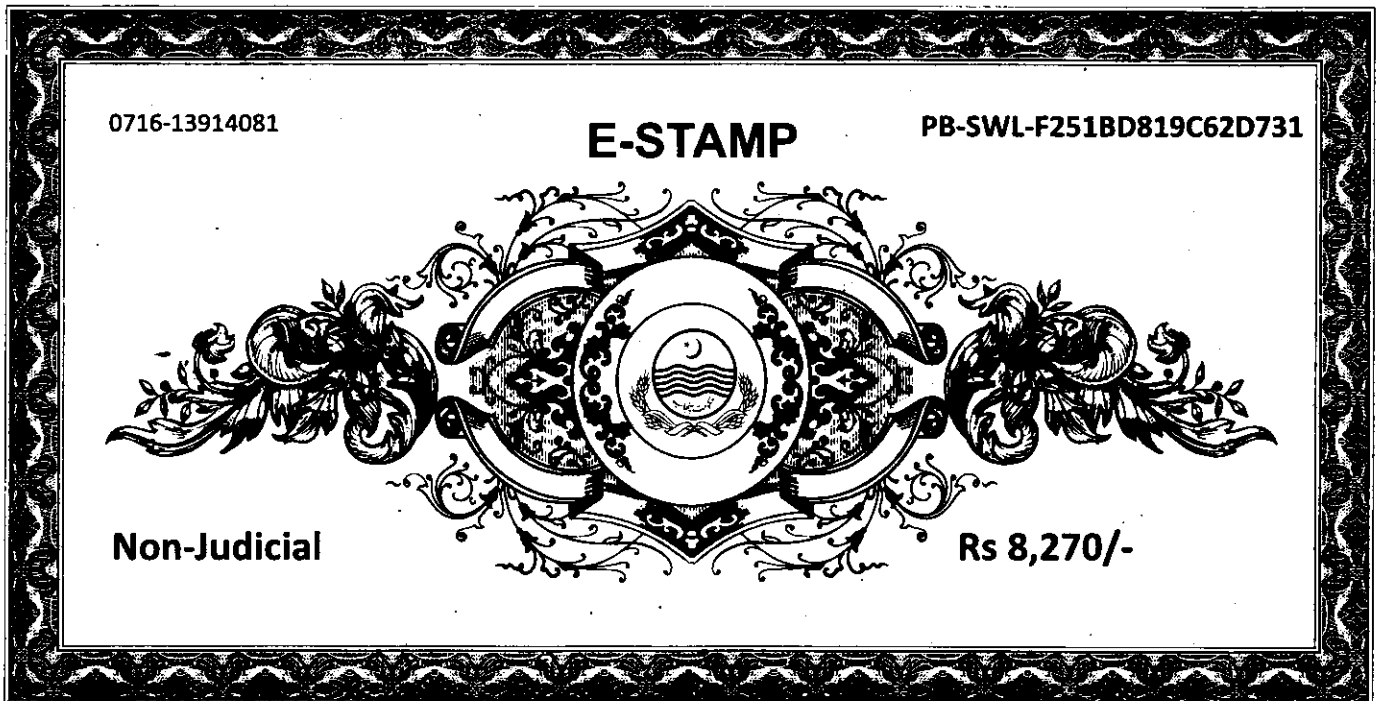
Agreed & Accepted
For & on behalf of



Construction



K387574



Description: AGREEMENT REGARDING TO DEPOSIT OF THREE DEEDS, TAWN OR FEEBLE (S/111)

First Party : Muhammad Zulfiqar 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 : 30-Aug-2021, 10:14:05 AM
 Paid Through Challan : 2021332DA49917B6
 Amount in Words : Eight Thousand Two Hundred and Seventy Rupees Only

Please Write Below This Line

Description: AGREEMENT REGARDING TO DEPOSIT OF THREE DEEDS, TAWN OR FEEBLE (S/111)

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

THIS AGREEMENT is entered into at Karachi on this the 6 day of SEPT, 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 (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:

Z.A Construction





E-STAMP
CONTINUATION SHEET

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

Change / alteration in the original Plan:

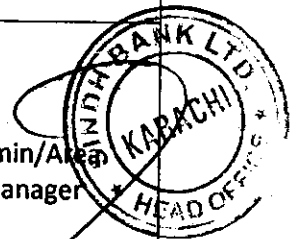
- Any change/alteration in the original plan, if required, due to site hindrance or any other reason shall be made after written approval of the Bank. Electricity & Water for renovation activities will be provided free of charge to the Contractor, by the Bank.

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	Admin
			Block masonry for bath plaster complete	
			Drainage Line/Sewerage Lines	
			Plaster Work	
2	2 nd Running Payment 30%	On completion of 70% job.	Wire Piping Conducting	Admin/Area Manager
			Copper Piping	
			Bath Tiles 100%	
			Ceiling framing	
3	3 rd Running Payment 20%	On completion of 90% job.	Electrical Networking Wiring	Admin/Area Manager
			Electrical Switch, fittings, DB	
			Bath / Kitchen fitting	
			Glass Door and Porlind Door. Paint Work	
			Elevation works	
4	Final Payment 17%	On completion of 100% job.	Engineer Visit / Branch Completion Certificate	Engineer Visit/ Branch Completion certificate
5	5% Retention Money (2% Performance Security + 3% Retention Money)	5% Retention Money	After satisfactory completion of 3 months from actual completion	Branch Management



Instruction

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.



E-STAMP
CONTINUATION SHEET

Period of Contract:

- Date of Handing over site
- Branch Completion date:

6/9/21
2/10/21

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:

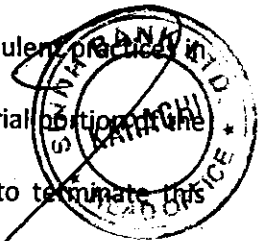
1. Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is 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 fraudulent practices in competing for or in executing the Agreement.
4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
5. If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
6. If issued with two warning letter/email by the bank for unsatisfactory current performance to the bidder.



Termination of Agreement by the Contractor:

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

INSTRUCTION

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.

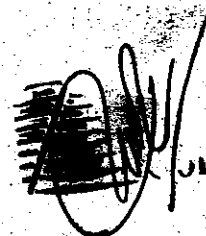
Settlement of Disputes:

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



 Instruction



Conflict of Interest:

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

Confidentiality:

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

INDEMNIFICATION.

i. The Contractor (the "Indemnifier") the contractor herein agrees that it shall 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 "Indemnitables") 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 anti money laundering or record keeping procedure as per existing laws / rules and regulations of locals as well as foreign jurisdiction."

ACCESS TO REGULATOR.

The Contractor and Bank agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Renovation, Interior, Electrical Work and Construction, for its 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.

Contractor Signature

A handwritten signature in black ink, appearing to be "S. M. A. Construction", written over a horizontal line. The signature is somewhat stylized and includes a large loop at the end.

