

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 & Installation of UPS Batteries
- 4) TENDER NUMBER SNDB/COK/ADMIN/TO/1217/2021
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.24,000,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 30/09/2021 at 1145 Hrs
- 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. _____
- 14) BID EVALUATION REPORT
(Enclose a copy) 10/10/2021
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Makkays 247-A, Ground Floor
Block-G
Techs KH1
- 16) CONTRACT AWARD PRICE Rs.24,450,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID): 1. M/s Makkays

18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE ☐

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

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

Yes	SPPRA NIT ID:T00531-20-0042
No	

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

Yes	Express Tribune, Daily Express & Sindhi Express (13/09/2021)
No	

22) NATURE OF CONTRACT

Domestic	<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

Signature & Official Stamp of
Authorized Officer

12/12/2021
ARSHAD ABBAS SOOMRO
SVP Head of Administration
Administration Division
Sindh Bank Limited
Head Office Karachi

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

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Supply & Installation of UPS Batteries Bid Evaluation Report		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COX/ADMIN/TD/1217/2021
3	Tender Description	Supply & Installation of UPS Batteries
4	Method of Procurement	Single Stage One Envelope Bidding Procedure.
5	Tender Published & SPPRA S.No.	T00531-20-0042. Express Tribune, Dally Express, Sindh Express (13/09/2021).
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical/Financial Bid Opening Date & Time	30/09/2021 at 1145 Hrs
9	No. of bids qualified	01
10	Bid(s) Rejected & Disqualified	00

Details on the above as given below:

S.No	Name of Firm or Bidder	Qualified / Disqualified in Technical / Eligibility Inspection	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost (Rs. 24,000,000/-)	Reasons for acceptance/ rejection	Remarks
1	2	3	4	5	6	7	
1	M/s. Makkays	Qualified	Rs. 20,450,000/- (Unit Price Rs. 16,300/- x 1500 Units)	1 st Lowest	Rs. 450,000/- Above the Estimated Cost	Accepted Only Qualified Evaluated Bidder Well Within the acceptable 15 % Limit	Rule 48 has been complied with

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender documents, M/s. Makkays is the lowest evaluated qualified bidder and their bid is also below the estimated cost, hence recommended for Supply & Installation of UPS Batteries for existing branches of Sindh Bank Limited.

Members Signature- Procurement Committee

Arshad Abbas Soomro
Chairperson-Head of Administration

Saeed Jamal
Member- Chief Financial Officer

Syed Muhammad Aqeel
Member- Chief Manager, IDBL Karachi





SUMMARY OF EVALUATION FOR UPS BATTERIES

[illegible]

SIGNATURE MEMBERS: C-ADMIN

Head - Fin Div

Head - Admin Div.

Member-IDBL

Date:

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2021-22)

Name of Bidder: M/S MAKKAYS

S.No	Type	Unit Cost	Tentative Quantity	Total Amount
01	UPS Batteries 12 Volt 40 AH	16,300/-	1500	24,450,000/-

*Total Amount:

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:

1. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labor charges.
2. No advance payment for the supply of equipment will be made. Bills are only to be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
3. **Calculation of bid security:** 5% of the "(Total Amount)" will be submitted with the tender document as bid security in shape of Pay Order / Bank Guarantee in favor of Sindh Bank Ltd.
4. In case of over writing/cutting/Use of Blotting is found in the Financial Bid document, the bid will be taken as null & void however some figures are readable and are also duly signed only then, bid will be accepted.
5. **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.
6. 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 bid.
7. 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, no partial lowest cost will be considered for award of any work.
8. In case it is required 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 fixed to the vendor with appropriate action as deemed necessary by the procurement committee.
9. 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.
10. All conditions in the contract agreement attached as Annexure G are part of this tender document.
11. 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 hosting period (3 days) on SPPRA website.
12. The tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
13. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility criteria evaluation.
14. Warranty is of 1 year— including addressing of all complaints during the warranty period with no additional charges.
15. 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 price will be checked as per the perform attached as Annexure L.

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

WAJAHAT ULLAH KHAN / HEAD OF SALES - KARACHI

(Signature of bidder with name, Designation and Company Seal)

Dated: 28 September, 2021



TENDER No: SNDB/COK/ADMIN/TD/1217/2021

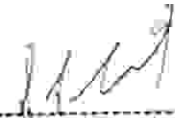
Date: 02/11/2021

Supply & Installation of UPS Batteries
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	Market Price.	Estimated Price	Current tender Price
01	Rs.25,725,000/-	Rs.24,000,000/-	Rs.24,450,000/-

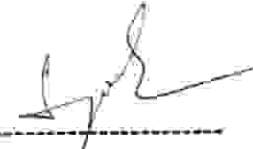
Member Procurement Committee



 Head of Finance Division



 Head of Admin Division



 Member of IDBL



OFF: F007, Building 34, Street 37 I.T Centre
G 10/4, Islamabad
Info@nimbusblue.org

Quotation

DATE 28/09/2021
Quotation # NB20/09/100
Customer ID SNDBK

Quotation For:

SNDB/COK/ADMIN/TO/ 1217/2021
Supply & Installation of UPS Batteries

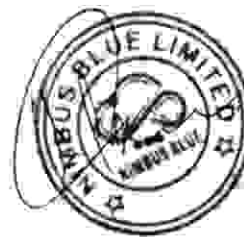
Prepared by: Abdul Nafay

Comments or Special Instructions: N/A

QUANTITY	DESCRIPTION	UNIT PRICE	Tax	TOTAL AMOUNT
20	UPS Batteries 12 Volt 40 AH	17,150/-	Included	25,725,000/-
1 Job	Installation	included		
SUBTOTAL				<u>25,725,000/-</u>
17% SALES TAX ON SUPPLIES				included
13% SALES TAX ON SERVICES				00.00
TOTAL				<u>25,725,000</u>

If you have any questions concerning this quotation, contact name, phone number, e-mail.

THANK YOU FOR YOUR BUSINESS!





Circular

SNDB/CO/ADMIN/BIDDING/CIRC/1217/2021

Date: 30-09-2021

Opening of Tender for Selection of Supply & Installation of UPS Batteries

Bidders have been called upon to participate for the subject purpose. Members of the procurement committee are requested to attend the event as per the given schedule:

Bid Opening Date: 30-09-21

Bid Opening Time: 11:45 AM

Venue : Board Room



Athar Iqbal
Incharge Procurement

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (DS4)





ATTENDANCE SHEET
BID OPENING -

FOR SELECTION OF Supply & Installation of UPS Batteries

Date: 30-09-2021

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	Makrags	Mansoor Shahzad	0301-8382090	A26, BULK & PECHG, Karachi	

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)



OPENING OF BID
FINANCIAL PROPOSALS

FOR SELECTION OF Supply & Installation of UPS Batteries

Date: 30.09.2021

S.No	Company Name	Total Bid Offered		Signature of Company Representative	Remarks
		Announced	Evaluated		
1	Mackays	R. 24,450,000/-			

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 & Installation of UPS Batteries

TYPE OF TENDER

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

OPENING DATE

30-09-21

OPENING TIME

11:45 hrs

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

1) Mate Kays

TOTAL BIDS ACCEPTED FOR EVALUATION

1

TOTAL BIDS REJECTED

REMARKS:

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IT/ITL

Date:

Buyer Record

S.No	Company Name	AMOUNT DEPOSITED
1	Makkays	300
Total		300



Bringing Technology to your Doorstep

Information & Communication Technology Power Systems Electronic & Industrial Test & Measurement Software

INTEGRITY PACT

Contract Number: SNDB/COK/ADM:N/TD/1217/2021

Dated: 21/12/21

Contract Value: PKR 24,450,000/- i.e. (Qty 1500 x Rate Rs.16,300/-)

Contract Title: Supply & Installation of UPS Batteries

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 Makkays 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 Makkays 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 Makkays 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 Makkays 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 Makkays 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

M/S Makkays

Signature: _____

Name: _____



3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires Supply & Installation of UPS Batteries in its existing Branches for countrywide regions on need basis.

Approximate Quantity Required per Branch

S.No	Type of Quantity of UPS Batteries	Tentative Quantity required per UPS	Tentative Total Quantity
01	12 V 40 AH	6 Batteries	1500

Specification of UPS Batteries		
S.No	Description	Specification
1	Technology	Gel Type
2	Type	Dry, Maintenance free
3	Volt	12
4	Capacity	40 AH
5	Use	UPS
6	Charging time	4 to 6 hours
7	Technology	Europe / USA/ Japan or equivalent
8	Principal	Europe / USA/ Japan or equivalent
9	Manufacturing	Europe / USA/ Japan or equivalent with the supervision of principal
10	Useful life	Two years
11	Replacement warranty	One year unconditional
12	Operating Temperature	Up to 40 Degree C
13	Nominal Voltage	12 V (6 cell)
14	Approximate Weight	29.10 lbs (13.20 Kg)
15	Discharge	-40°F (-40°C) to 140°F (60°C)

Note

- This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first and the bidder must provide a demo unit immediately (within two working days) for necessary inspection/verification of the above specifications. 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.

SNDB/COK/ADMIN/TD/1217/2021

Dated: 21/12/2021

M/s. Makkays
247-A, Ground Floor.
Block-6. PECHS
Karachi.

Subject: Contract Award – Supply & Installation of UPS Batteries

Dear Sir,

The management of Sindh Bank Limited is pleased to award the subject contract to

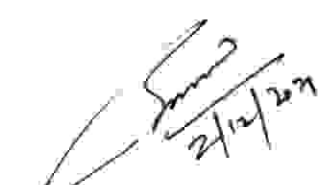
M/s. Makkays in accordance with terms and conditions mentioned in our tender dated

13/09/2021.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited.


Arshad Abbas Soomro
Head of Administration Division



ISS: 15 43 PAULA

CNIC/LEG No. 421673282-0

Vide D.S.R. No. 25 Dt. 24.12.12

On behalf of Challan No. 289 Dt. 28.11.24

for the purpose of _____

Entry No. 20 Dt. 20/10/2020

30 NOV 2021

Ex Officio Voucher

THIS AGREEMENT is entered into at Karachi
on this the 2 day of Dec, 2021

M/S. Makkays, a sole proprietorship concern, having its principal place of business at Karachi Office, Ground Floor, 247-A, Block – 6, PECHS, Karachi (hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

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.

"THE BANK" intends to acquire the services of "Supplier" for **Supply & Installation of UPS Batteries** - for its existing Branches and Supplier agrees to provide the services to the bank, as per tender opening dated **30-09-2021** along with Price Schedule mentioned in Financial Proposal cost of **Rs.24,450,000/-** i.e. **(Qty 1500 x Rate Rs.16,300/-)**:

The terms and conditions are as follows(next pages)



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 within 03 days, the said supplies will be made available at the site.
- 3) The Supplier shall supply the said goods as per specifications of the tender within 10 days from the date of issue of Purchase Order by the Bank.
- 4) A fine of Rs. 500/- per day will be charged, if even after 10 days of issuance of Purchase order, the supplies are not provided, installed and made operational till the requisite is completed.
- 5) 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 10 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) Delivery will be made by the Supplier at different locations prescribed by the Bank.
- 10) The cost must include all applicable taxes, installation, labour including delivery charges upto the branches of the Bank on countrywide locations.
- 11) 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 company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- 12) 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.



- 13) A party may change its address for notice by giving a notice to the other Party in writing of such change.
- 14) Supplier will depute their representative at our Head Office to pursue the repair & maintenance issue/complaint of supply & installation of UPS Batteries on daily basis with proper logging system within specified response time.
- 15) The contractor will not assign the job to anyone, except prior written permission of the bank.
- 16) This agreement is valid for a period of one year commencing from 2/12/21 to 2/12/22

Warranty

- The warranty of the goods is two years comprehensive onsite from the date of delivery.

Payment Schedule:

100 % of the total amount for the **Supply & Installation of UPS Batteries** 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 Security:

As per SPPRA Rule 39, the performance security can only be submitted in shape of pay order/demand draft/bank 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.

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, decides to terminate this Agreement.
- d) If two (2) unsatisfactory letters/warnings are issued by the Bank for unsatisfactory performance by 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:

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 reach at amicable situation, then the matter will be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

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.

Confidentiality:

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

INDEMNIFICATION.

Makkays (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

This Article shall also survive after termination of this Agreement.

ACCESS TO REGULATOR.

Makkays and SNDB agree to provide State Bank of Pakistan necessary access to documentation and accounting records in relation to the Supply & Installation of UPS Batteries and right to conduct on-site inspection, if required.

Anti - Money Laundering.

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



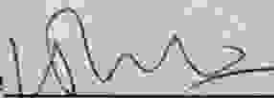
Support Escalation Matrix:

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

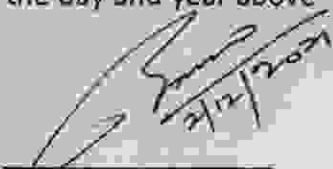
LEVEL-1	Name/Designation (support staff)	FAZAL KHAN General Manager
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	021-230 4870
	Email	faizal.makraye@gmail.com
	Cell	0300-8565514
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	WAJAHAT ULLAH KHAN Head of Sales
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	34 53 1157
	Email	wajahat.khan@makraye.com
	Cell	0302-8565514
LEVEL-3	Name/Designation (CEO of the firm)	KARAF SAEED
Third complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-2	Landline Phone	042-855 3563341
	Email	Karaf.Saeed@makraye.com
	Cell	0300-4942 9341
Note: Ensure that no column above is left blank		

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

Supplier Signature



Customer Signature


Name WAJAHATULLAH KHANName ARSHAD SAEEDDesignation HEAD OF SALESDesignation HOACompany Name M/K MAKRAYECompany Name Sindh Bank LimitedAddress A-26, PECHAS Block 6Address Federation House, Sindh BankTIPUSU ROAD, KARACHI.Ltd. Abdullah Ghazi Road Head

Stamp

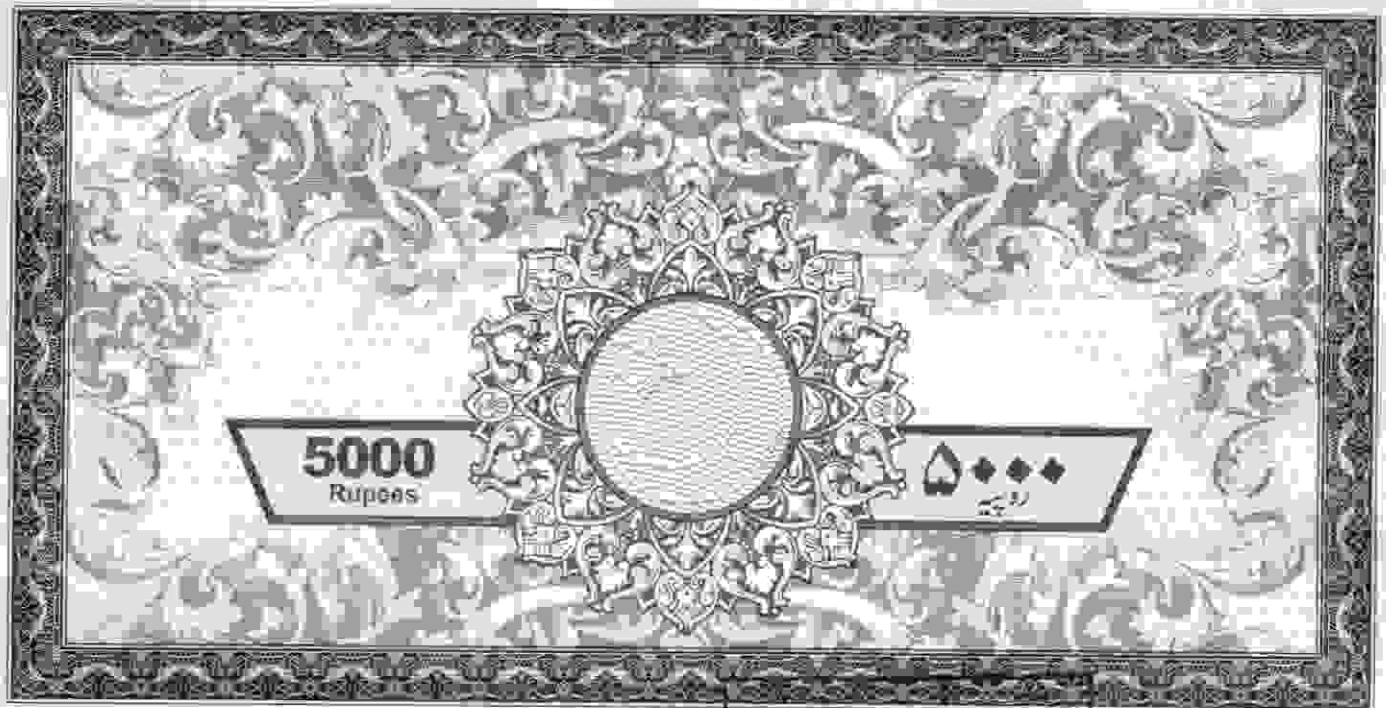


Stamp



Witness:

Signature ATHEER KHANSignature SHAWAZ SAEEDName ATHEER KHANName SHAWAZ SAEEDDesignation Asst. Mgr. / Asst. Mgr.Designation Asst. Mgr. / Asst. Mgr.Address SAKE to A26Company Name Sindh Bank LimitedAddress Federation House, Sindh BankLtd. Abdullah Ghazi Road HeadOffice, Karachi



STAMP OFFICE CITY COURT, KARACHI

30 NOV 2021

Rs Five Thousand Only

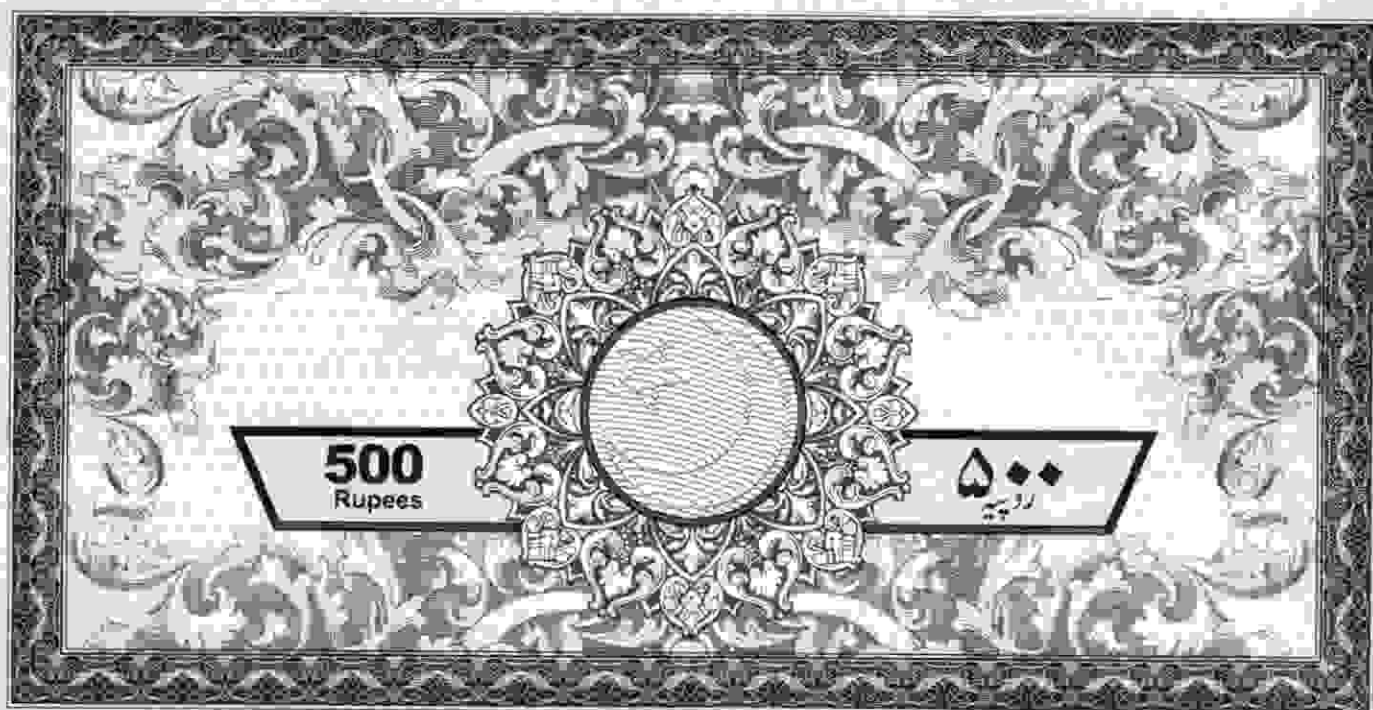
Recd. by M/S. MAKKAYS
 CNIC/LEG No. 42401-7930382-5
 Vide D.S.F. No. 25 Dt. 30-11-21
 On behalf of Challan No. 287 Dt. 26-11-21
 for the purpose of _____
 Entry No. 25 Dt. 30-11-21

30 NOV 2021

By Officer In-charge



B526588



STAMP OFFICE CITY COURT, KARACHI

for M/S. MACKAYS

ENIC/IEG No. 42101-7930382-5

WIDE DSA No. 25 Dt. 30-11-21

On behalf of Challan No. 287 Dt. 24-11-21

for the purpose of _____

Entry No. 25 Dt. 30-11-21

Rs. Five Hundred Only

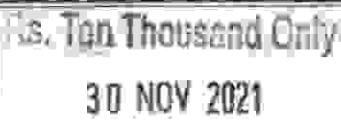
30 NOV 2021

Rs: 500/= Only

30 NOV 2021



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File No. M/S. MANKAYS.
CNIC/LEG No. AD101-9920382-5
Vide DSP No. 25 Dt. 30-11-21
Or behalf of Chaitan No. 287 Dt. 26-11-21
for the purpose of _____
Entry No. 25 Dt. 30-11-21

30 NOV 2021
The Official Translator



[illegible]

RES. (IN) INQUIRING CRY

30 NOV 2021

13 NOV 2021



