

# 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 30KVA UPS for Data Centre at Imperial Court Karachi
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1232/2021
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.8,000,000/-
- 8) ENGINEER'S ESTIMATE —  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 30/12/2021 at 1130 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3
- 14) BID EVALUATION REPORT 09/02/2022  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. S.M Jaffer & Co Jaffer House 17
- 16) CONTRACT AWARD PRICE Rs.5,500,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
1. M/s. S.M Jaffer & Co 2. M/s. Makkays  
3. M/s. Sicom Traders

#### 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"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	SPPRA NIT ID:T00531-20-0052
No	

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

Yes	Express Tribune, Daily Express & Sindhi Express (14/12/2021)
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	no

Signature & Official Stamp of  
Authorized Officer

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

21/2/22

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**

**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

Print

Save

Reset

<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	SM Jaffer	300
2	Sicom	300
3	Makkays	300
<b>Total</b>		<b>900</b>

**Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court**  
**Bid Evaluation Report**

1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1232/2021
3	Tender Description	Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court
4	Method of Procurement	Single Stage One Envelope Bidding Procedure
5	Tender Published & SPPRA S.No.	NIT # T00531-20-0052 (Daily Express, Express Tribune & Sindh Express) (14/12/2021)
6	Total Bid Documents Sold	03
7	Total Bids Received	03
8	Technical/Financial Bid Opening Date & Time	30/12/2021 at 1130 Hrs.
9	No. of bids qualified	03
10	Bid(s) Rejected	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 (QTY = 2 Units)	Ranking in terms of cost	Comparison with Estimated cost (Rs.8,000,000/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
1.	M/s. S.M Jaffer & Co	Qualified	Rs.5,500,000/- (Rs.2,750,000/- x 2 Units)	1 <sup>st</sup> Lowest Bidder	Rs.2,500,000/- below the estimated cost	Qualified Bidder	Accepted-Award of Contract
2.	M/s.Makkays	Qualified	Rs.6,318,000/- (Rs.3,159,000/- x 2 Units)	2 <sup>nd</sup> Lowest Bidder	Rs.1,682,000/- Below the estimated cost	High In Bid	-----
3.	M/s. Sicom Traders	Qualified	Rs.7,167,420/- (Rs.3,583,710/- x 2 Units)	3 <sup>rd</sup> Lowest Bidder	Rs.832,580/- Below the estimated cost	High in Bid	-----

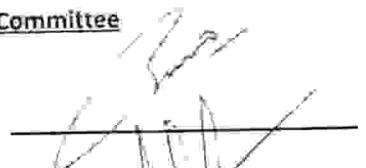
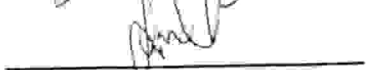

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender documents, M/s. S.M Jaffer & Co is the lowest evaluated qualified bidder and their bid is also below the estimated cost hence recommended for Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court for Sindh Bank Limited.

**Members Signature- Procurement Committee**

Arshad Abbas Soomro  
Head of Administration

Dilshad Hussain Khan  
Chief Financial Officer

Syed Muhammad Aqeel  
Chief Manager, IDBL Karachi



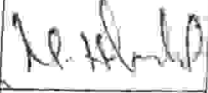
  
  


ATTENDANCE SHEET  
 BID OPENING -

at Imperial Court

FOR SELECTION OF Supply & Installation of 30 KVA UPS for Data Center

Date: 30-12-21

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	AT&T Kays	Harrison	0313-2558001	Rehail Ward Society	
02	S. I. A. N.	M. S. Khan	0337 328367	S. I. A. N. Traders	
03	SM Jaffer	M. W. Khan	0331 201226	Indus House-17, Indus Road, Karachi	
04					

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)


Date: 30/12/21

## Supply & Installation of 30 KVA UPS for Data Centre

### Evaluation Performa

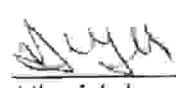
Serial No: 01

Bidder Name: S. M Jaffer &amp; Co

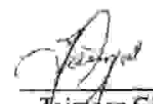
SNDB shall evaluate Eligibility/Technical Proposals using the following criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List for supply of relevant items	20		5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2018-21	Annexure "A"
		15	15	3 and above		
		10		1 and above		
2	Years in Business in relevant field	20	20	3 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		15		2 Years and above		
		10		1 Year and above		
3	Average Yearly Turnover in Last 3 Years	20	20	40 Million and above	Audit Report / Tax Return	Annexure "C"
		15		20 Million and above		
		10		10 Million and above		
4	Number of Offices in cities including Capital Territory & Federal Administration Territories	20	20	4 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "D"
		15		3 and above		
		10		2 and above		
5	Firm's Status	20		Public/Private Ltd	NTN Certificate/GST Registration/ Letter of Incorporation	Annexure "E"
		15	15	Partnership		
		10		Proprietorship		
Total Marks		100	90	Qualified / Disqualified		

Members Signatures- Evaluation Team

  
Athar Iqbal  
Administration Division

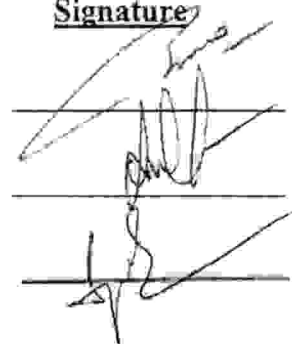
  
Fouzia Shumim  
Operations Division

  
Tajmool Ghausi  
Finance Division

Members - Procurement Committee

- 1 HEAD OF ADMIN
- 2 CHIEF FINANCIAL OFFICER
- 3 CHIEF MANAGER, IDBL

Signature



Date: 30/12/21

## Supply & Installation of 30 KVA UPS for Data Centre

### Evaluation Performa

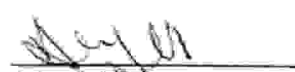
Serial No: 02

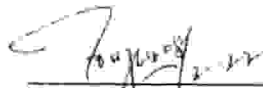
Bidder Name: Makkar


SNDB shall evaluate Eligibility/Technical Proposals using the following criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List for supply of relevant items	20	20	5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2018-21.	Annexure "A"
		15		3 and above		
		10		1 and above		
2	Years in Business in relevant field	20	20	3 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		15		2 Years and above		
		10		1 Year and above		
3	Average Yearly Turnover in Last 3 Years	20	20	40 Million and above	Audit Report - Tax Return	Annexure "C"
		15		20 Million and above		
		10		10 Million and above		
4	Number of Offices in cities including Capital Territory & Federal Administration Territories	20	15	4 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "D"
		15		3 and above		
		10		2 and above		
5	Firm's Status	20	10	Public/Private Ltd	NTN Certificate/GST Registration/ Letter of Incorporation	Annexure "E"
		15		Partnership		
		10		Proprietorship		
Total Marks		100	85	Qualified / Disqualified		

Members Signatures- Evaluation Team




  
Athar Iqbal  
Administration Division

  
Fouzia Shamim  
Operations Division

  
Taimoor Chausi  
Finance Division

Members - Procurement Committee

- 1 HEAD OF ADMIN
- 2 CHIEF FINANCIAL OFFICER
- 3 CHIEF MANAGER, IDBL

Signature  
  
  




Date: 30/12/11

## Supply & Installation of 30 KVA UPS for Data Centre

### Evaluation Performa

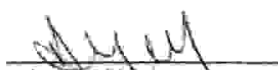
Serial No: 03

Bidder Name: Suom Traders


SNDB shall evaluate Eligibility/Technical Proposals using the following criteria.

Sl. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List for supply of relevant items	20		5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2018-21.	Annexure "A"
		15	0	3 and above		
		10		1 and above		
2	Years in Business in relevant field	20	20	3 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		15		2 Years and above		
		10		1 Year and above		
3	Average Yearly Turnover in Last 3 Years	20	20	40 Million and above	Audit Report / Tax Return	Annexure "C"
		15		20 Million and above		
		10		10 Million and above		
4	Number of Offices in cities including Capital Territory & Federal Administration Territories	20	20	4 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "D"
		15		3 and above		
		10		2 and above		
5	Firm's Status	20		Public/Private Ltd	NTN Certificate/GST Registration/ Letter of Incorporation	Annexure "E"
		15		Partnership		
		10	10	Proprietorship		
Total Marks		100	70	Qualified / Disqualified		

Members Signatures- Evaluation Team

  
Athar Iqbal  
Administration Division

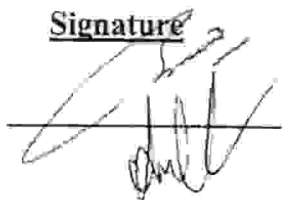
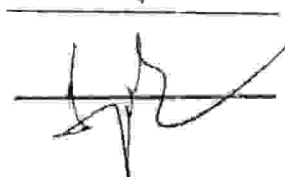
  
Fouzia Shauhin  
Operations Division

  
Taimoor Ghauri  
Finance Division

Members - Procurement Committee

- 1 HEAD OF ADMIN
- 2 CHIEF FINANCIAL OFFICER
- 3 CHIEF MANAGER, IDBL

Signature

#### 4 FINANCIAL PROPOSAL

##### PRICE SCHEDULE

(Applicable for the year 2021-22)

Name of Bidder

S.M. Jaffer & Co.

Date:

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IDBL

S.No	Type	Unit Cost	Tentative Quantity	*Total Amount
01	30 KVA UPS for Data Centre at Imperial Court	Rs. 5,500,000/-	2	Rs. 11,000,000/-

**\*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**

- 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.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security:** 5% of the \*(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.
- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- Delivery Period:** A prior notice of 10 days will be given for the supply/installation of requisite and it will be expected within 05 days of issue of the purchase order, the said supplies/installation will be made available at the site.
- If the item is not provided/installed after 10 days of issuance of Purchase Order, a fine of Rs.500/-per day will be deducted from the bill.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility criteria evaluation.
- Warranty is of 2 years – including addressing of all complaints during the warranty period with no additional charges.
- If the company qualifies the eligibility criteria than it will be required to produce the equipment along with all relevant brochures at its location on the date and time as will be intimated by the bank for necessary inspection/verification. The site inspection phase will be checked as per the performa attached as Annexure I.

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

M. Riaz (Gen. Sales UPS)

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

Dated: 28-12-2021



Output Voltage Regulation	380Vac $\pm$ 1%(Static Load); 380Vac $\pm$ 2%(50-0% Sudden Change); 380Vac $\pm$ 3%(100-0% Sudden Change)
Output Frequency	$\pm$ 8% at 50Hz: Online Mode tracking input and bypass freq.; $\pm$ 0.1%: when input or bypass frequency is more than $\pm$ 8% or under BAT Mode
Overload Protection	>125%: More than 10 mins; > 150%: More than 60s transfer to bypass
Short Circuit Protection	Circuit Auto-Protection, Bypass Switch Tripping
Crest Ratio	3:1
<b>By-pass Specifications</b>	
Static By-pass Transfer	0 msec
Static By-pass range	380Vac (-15 to +15%)
By-pass to Inverter Transfer Time	<2 msec
Maintenance/Manual Bypass	Available
<b>Battery Specifications</b>	
Battery Type	VRLA, AGM Technology
Charging Method	DSP Controlled Charger; Equalized/Pulse Charge, Float Charge, Intelligent Battery Management
VDC	Selectable Battery 28 to 32 No. of Battery
Charging Current	5 to 10A can be selectable according to Battery Rating from UPS Display
<b>Communication Specifications</b>	
Standard Communication Port	Standard RS-232 Standard & SNMP Built in UPS

**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 2<sup>nd</sup> bidder is disqualified, then 3<sup>rd</sup> lowest bidder will be evaluated and so on.
- On qualification of a bidder during this process no further evaluation will be done.



## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2021-22)

Name of Bidder **M/S MAKKAYS**

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IOEL

Date:

S.No	Type	Unit Cost	Tentative Quantity	*Total Amount
01	30 KVA UPS for Data Centre at Imperial Court	3,159,000.00	2	<b>6,318,000.00</b>

#### \*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)

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.

No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.

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.

In case of over writing/cutting/luse of Blanco is found in the Financial Bid document, the bid will be taken as null & void howe if the figures are readable and are also duly signed only then, bid will be accepted.

A prior notice of 10 days will be given for the supply/installation of requisite and it will be expected within 05 days of issue of the purchase order, the said supplies/installation will be made available at the site.

If the item is not provided/installed after 10 days of issuance of Purchase Order, a fine of Rs.500/-per day will be deducted if the bill.

Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.

In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee.

Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.

All conditions in the contract agreement attached as Annexure G are part of this tender document.

The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.

The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.

In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility crite

ts during the warranty period with no additional charges.

If the company qualifies the eligibility criteria than it will be required to produce the equipment along with all relevant brochures at its location on the date and time as will be intimated by the bank for necessary inspection/verification. The site inspection phase will be checked as per the performa attached as Annexure L.

Wajahat Ullah Khan / Head of Sales



28-Dec-2021


#### 4 FINANCIAL PROPOSAL


##### PRICE SCHEDULE


(Applicable for the year 2021-22)

Name of Bidder Sicom Traders

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. 

Head - Admin Div. 

Member-IDBL 

Date: 

S.No	Type	Unit Cost	Tentative Quantity	*Total Amount
01	30 KVA UPS for Data Centre at Imperial Court	3,583,710/-	2	7,167,420/-

##### \*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

- 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.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security:** 5% of the \*(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.
- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- Delivery Period:** A prior notice of 10 days will be given for the supply/installation of requisite and it will be expected within 05 days of issue of the purchase order, the said supplies/installation will be made available at the site.
- If the item is not provided/installed after 10 days of issuance of Purchase Order, a fine of Rs.500/-per day will be deducted from the bill.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility criteria evaluation.
- Warranty is of 2 years – including addressing of all complaints during the warranty period with no additional charges.
- If the company qualifies the eligibility criteria than it will be required to produce the equipment along with all relevant brochures at its location on the date and time as will be intimated by the bank for necessary inspection/verification. The site inspection phase will be checked as per the performa attached as Annexure L.

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

SHARJEEL JAVID / DIRECTOR  
MARKETING

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

Dated: 28-12-21

# MINUTES OF THE OPENING OF THE TENDER (TECHNICAL /FINANCIAL PHASE)

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply & Installation of 30 KVA UPS for Data Centre of

TYPE OF TENDER

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

Import Cost

OPENING DATE

30/12/21

OPENING TIME

1130 Hrs.

ATTENDANCE (MEMBER PC)

100

100

100

100

100

ATTENDANCE (REPS. OF BIDDERS)

100

NAME

FIRM

BID OFFERED

① Makings (Harison)

R. 6318,000/-

② Sic-H Milling

R. 7,167,420/-

③ SM Jaffer (M. M. M. M.)

R. 5,00,000/-

TOTAL BIDS ACCEPTED FOR EVALUATION

BIDS REJECTED

REMARKS

STEWART MEMBERS PC-ADMIN

Mr. D. J. Jiv.

Mr. A. - Jiv. Div.

Member-FCBL

Date:

### 3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court

Description	Technical Specifications
<b>General</b>	
UPS Rating / Power	30KVA/27KW, Low Frequency, Output Isolation Transformer Based UPS able to stand Harsh Environment with Parallel Configuration
Back-up time on typical load	3 to 4 Hours
UPS Toplogy	On-Line Double Conversion, Tower Type
Technology	High Frequency, Transformer Less Technology
Brand	USA/Europe/UK or Equivalent
Country of Manufacturing	China acceptable
Working Temperature	-10 to 40C
Storage Temperature	-25 to 60C
Emergency Economy Mode (ECO Mode)	Available
Emergency Power OFF	Available
Overall Efficiency (AC to AC)	>90% ON-Line Mode and 98.5% on Emergency Economy Mode
DC Start Function	Available
Genertaor Compatible	Available
International Standard	EN 50091-1/2, EN62040-1, EN62040-2
Parallel Redundancy	upto 8 Units
Protections	Overload, Short-Circuit, Over Temperature, Utility Power Voltage High/Low, BAT Voltage High/Low
Alarm	Mains Abnormal, Mains Fail, Fault, Battery Low, Overload, Short Circuit etc.
Display Type	LCD with Multiple showing Input Voltage, output Voltage, Battery Voltage , Temperature, UPS Status, ECO Mode etc.
<b>Input Specifications</b>	
Input Voltage - Single Phase Input Voltage	220VAC
Input Voltage Range	285Vac to 475Vac
Input Frequency - Frequency Range	45Hz to 65Hz
<b>Output Specifications</b>	
Output Power Factor	0.9
Output Wave Form	Pure Sine Wave
Output Voltage - Single Phase	Line Voltage: 380×(1±1%) AC or Phase
Output Voltage	Voltage: 220×(1±1%) AC

Output Voltage Regulation	380Vac $\pm$ 1%(Static Load); 380Vac $\pm$ 2%(50-0% Sudden Change); 380Vac $\pm$ 3%(100-0% Sudden Change)
Output Frequency	$\pm$ 8% at 50Hz: Online Mode tracking input and bypass freq.; $\pm$ 0.1%: when input or bypass frequency is more than $\pm$ 8% or under BAT Mode
Overload Protection	>125%: More than 10 mins; > 150%: More than 60s transfer to bypass
Short Circuit Protection	Circuit Auto-Protection, Bypass Switch Tripping
Crest Ratio	3:1
<b>By-pass Specifications</b>	
Static By-pass Transfer	0 msec
Static By-pass range	380Vac (-15 to+15%)
By-pass to Inverter Transfer Time	<2 msec
Maintenance/Manual Bypass	Available
<b>Battery Specifications</b>	
Battery Type	VRLA, AGM Technology
Charging Method	DSP Controlled Charger: Equalized/Pulse Charge, Float Charge, Intelligent Battery Management
VDC	Selectable Battery 28 to 32 No. of Battery
Charging Current	5 to 10A can be selectable according to Battery Rating from UPS Display
<b>Communication Specifications</b>	
Standard Communication Port	Standard RS-232 Standard & SNMP Built in UPS

**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 2<sup>nd</sup> 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.



### 3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court

Description	Technical Specifications
<b>General</b>	
UPS Rating / Power	<b>30KVA/27KW, Low Frequency, Output Isolation Transformer Based UPS able to stand Harsh Environment with Parallel Configuration</b>
Back-up time on typical load	3 to 4 Hours
UPS Toplogy	On-Line Double Conversion, Tower Type
Technology	High Frequency, Transformer Less Technology
Brand	USA/Europe/UK or Equivalent
Country of Manufacturing	China acceptable
Working Temperature	-10 to 40C
Storage Temperature	-25 to 60C
Emergency Economy Mode (ECO Mode)	Available
Emergency Power OFF	Available
Overall Efficiency (AC to AC)	>90% ON-Line Mode and 98.5% on Emergency Economy Mode
DC Start Function	Available
Genertaor Compatible	Available
International Standard	EN 50091-1/2, EN62040-1, EN62040-2
Parallel Redundancy	upto 8 Units
Protections	Overload, Short-Circuit, Over Temperature, Utility Power Voltage High/Low, BAT Voltage High/Low
Alarm	Mains Abnormal, Mains Fail, Fault, Battery Low, Overload, Short Circuit etc.
Display Type	LCD with Multiple showing Input Voltage, output Voltage, Battery Voltage , Temperature, UPS Status, ECO Mode etc.
<b>Input Specifications</b>	
Input Voltage - Single Phase Input Voltage	220VAC
Input Voltage Range	285Vac to 475Vac
Input Frequency - Frequency Range	45Hz to 65Hz
<b>Output Specifications</b>	
Output Power Factor	0.9
Output Wave Form	Pure Sine Wave
Output Voltage - Single Phase Output Voltage	Line Voltage: 380×(1±1%) AC or Phase Voltage: 220×(1±1%) AC

Output Voltage Regulation	380Vac $\pm$ 1%(Static Load); 380Vac $\pm$ 2%(50-0% Sudden Change); 380Vac $\pm$ 3%(100-0% Sudden Change)
Output Frequency	$\pm$ 8% at 50Hz: Online Mode tracking input and bypass freq.; $\pm$ 0.1%: when input or bypass frequency is more than $\pm$ 8% or under BAT Mode
Overload Protection	>125%: More than 10 mins; > 150%: More than 60s transfer to bypass
Short Circuit Protection	Circuit Auto-Protection, Bypass Switch Tripping
Crest Ratio	3:1
<b>By-pass Specifications</b>	
Static By-pass Transfer	0 msec
Static By-pass range	380Vac (-15 to +15%)
By-pass to Inverter Transfer Time	<2 msec
Maintenance/Manual Bypass	Available
<b>Battery Specifications</b>	
Battery Type	VRLA, AGM Technology
Charging Method	DSP Controlled Charger: Equalized/Pulse Charge, Float Charge, Intelligent Battery Management
VDC	Selectable Battery 28 to 32 No. of Battery
Charging Current	5 to 10A can be selectable according to Battery Rating from UPS Display
<b>Communication Specifications</b>	
Standard Communication Port	Standard RS-232 Standard & SNMP Built in UPS

**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 2<sup>nd</sup> bidder is disqualified, then 3<sup>rd</sup> 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/1232/2021

Dated: 21/02/2022

M/s. S.M Jaffer & Co.  
Jaffer House 17.  
Timber Pond.  
Keamari, Karachi.

**Subject: Contract Award – Supply & Installation of 30 KVA UPS at Data Centre at Imperial Court**

Dear Sir,

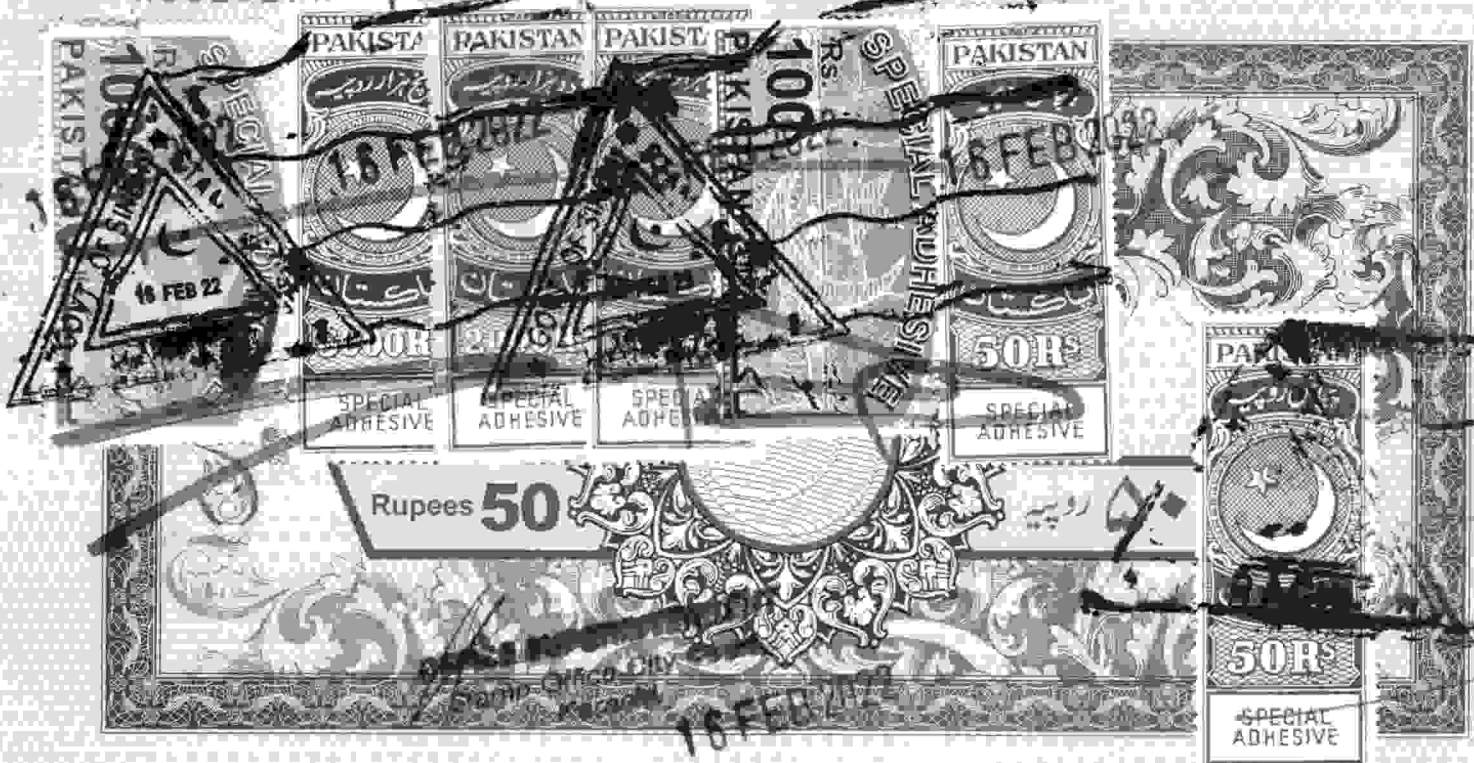
The management of Sindh Bank Limited is pleased to award the subject contract to **M/s. S.M Jaffer** in accordance with terms and conditions mentioned in our tender dated 30/12/2021.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,

  
Arshad Abbas Soomro  
Head of Administration Division & Chief Security Officer



MUHAMMAD SAJJID STAMP VENDOR  
Licence No. 1115, at No. 1/720-177, near court  
Central Town, Karachi West

NO. 77978 DATE  
SUBJECT TO THE TERMS AND  
CONDITIONS OF THE LICENSE NO.  
VALIDITY  
STAMP VENDOR'S SIGNATURE  
(NOT VALID FOR FISCAL OR FISCAL PURPOSES)  
VENDOR NOT RESPONSIBLE FOR ANY DAMAGE

04 FEB 2022

OFFICE SUPERINTENDENT  
Stamp Office, City Court,  
Karachi.

### Agreement for Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court

THIS AGREEMENT is entered into at Karachi  
on this the 21 day of FEB, 2022

#### BETWEEN

**M/S. S.M Jaffer & Co**, a partnership concern, having its principal place of business at Karachi Office, Jaffer House 17, Timber Pond, Keamari, 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;

#### AND

**SINDH BANK LIMITED**, a banking company incorporated under the laws of Pakistan and having its Head office at 3<sup>rd</sup> Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as "THE BANK", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

#### WHEREAS:

"THE BANK" intends to acquire the services of "Supplier" for **Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court Karachi** - for its existing Branches and Supplier agrees to provide the services to the bank, as per tender opening dated 30-12-2021 along with Price Schedule mentioned in Financial Proposal cost of **Rs.5,500,000/-** i.e. (Qty 02 x Rate Rs.2,750,000/-):





1885

1885



The terms and conditions are as follows:

**Terms & Conditions:**

- 1) All terms and conditions of the tender document will remain part of this agreement.
- 2) A prior notice of 10 days will be given for the supply and installation of requisite supplies and it will be expected 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 Bank location at Imperial Court Karachi
- 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 supplier 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 21/2/22 to 21/2/23

#### 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 30 KVA UPS for Data Centre at Imperial Court** 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, decided 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.

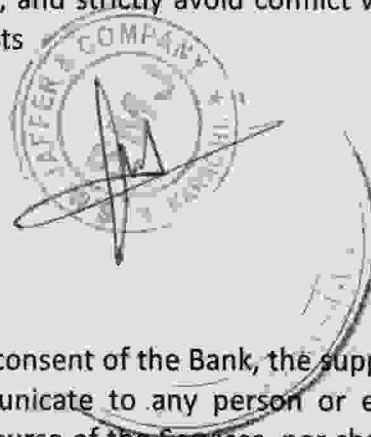
Settlement of Disputes:

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.

**S.M JAFFER  
& CO** (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 "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).

This Article shall also survive after termination of this Agreement.

## ACCESS TO REGULATOR.

**S.M JAFFER & CO** and SNDB agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the **Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court Karachi** and right to conduct on – site inspection, if required.

## Anti – Money Laundering.

"Supplier 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)	Aslam Rahmat / CSD Manager.
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	0333-2423163
	Email	aslam.rahmat@smjaffer.com.
	Cell	0333-2423163.
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Haris Siddiqui D.M. Technical 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	
	Email	Haris.Siddiqui@smjaffer.com.
	Cell	0342-2741467
LEVEL-3	Name/Designation (CEO of the firm)	Saadat Hussain Country Head.
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	
	Email	Saadat.Hussain@smjaffer.com.
	Cell	0302-8276348
<b>Note: Ensure that no column above is left blank</b>		



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

Supplier Signature

Name

Designation

Company Name

Address

Stamp

Witness:

Signature

Name

Designation

Address

TIMBER POND, KAEMARI, KARACHI.

Customer Signature

Name

Designation

Company Name

Address Federation House, Sindh Bank  
Ltd. Abdullah Ghazi Road Head  
Office, Karachi

Stamp

Signature

Name

Designation

Company Name

Address Federation House, Sindh Bank  
Ltd. Abdullah Ghazi Road Head  
Office, Karachi

# S. M. JAFFER & CO.

ENGINEERS & CONTRACTORS



ESTABLISHED 1949

Jaffer House, 17 Timber Pond, Keamari,  
P.O. Box No. 4488, KARACHI-75620 (PAKISTAN)  
UAN : 0092-21-111-765-765  
Fax : 0092-21-32851162, 32850086  
E-mail : info@smjaffer.com  
Website : www.smjaffer.com

OUR REF:

DATED: 21/2/2022

## INTEGRITY PACT

Contract Number:

Contract Value: Rs. 5,500,000/-

Contract Title: **Supply & Installation of 30 KVA UPS for Data Centre at Imperial Court.**

**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. SM Jaffer & Co 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. SM Jaffer & Co 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. SM Jaffer & Co 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. SM Jaffer & Co 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. SM Jaffer & Co 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

SM Jaffer & Co

Signature: \_\_\_\_\_

Name: Asif Hussain

For and On Behalf Of

Sindh Steel Limited



Asif Hussain