

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 Ltd/Administration
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Renovation of Gulistan-e-Johar Branch
- 4) TENDER NUMBER SNDB/COK/ADMIN/TO/1243/2022
- 5) BRIEF DESCRIPTION OF CONTRACT Renovation of Gulistan-e-Johar Branch
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE _____
- 8) ENGINEER'S ESTIMATE Rs.4,198,250/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) Tech & Fin(08/04/2022 at 1200 Hrs)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 4
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 4
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 4
- 14) BID EVALUATION REPORT 28/04/2022
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Jawed Construction Company *Section No 7/12*
- 16) CONTRACT AWARD PRICE Rs.3,912,370/- *Section No 7/12*
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. Jawed Construction Company 2. M/s. G. A Woods
3. M/s. Shahjee Brothers *Section No 7/12*

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	T00531-21-0010 22.03.2022
No	

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

Yes	Express Tribune, Daily Express & Sindh Express, 22.03.2022
No	

22) NATURE OF CONTRACT

Domestic / Int.	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

39) Date of Award of Contract: 23/5/2022

Signature & Official Stamp of
Authorized Officer

ARSHAD ASGAS SOOMRO
Head of Administration & Security
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

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Buyer List

S.No	Company Name	AMOUNT DEPOSITED
1	GA Wood	300
2	JCC	300
3	Shah	300
4	zafaruddin	300
Total		1200

Bid Evaluation Report	
Evaluation Report – Renovation of Gulistan-e-Johar Branch Karachi	
1	Name of Procuring Agency Sindh Bank Ltd.
2	Tender Reference No. SNDB/COK/ADMIN/TD/1243/2022
3	Tender Description Renovation of Gulistan-e-Johar Branch Karachi
4	Method of Procurement Single Stage One Envelope Bidding Procedure
5	Tender Published / SPPRA S.No T00831-21-0010. Express Tribune, Daily Express, Sindh Express (22/03/2022)
6	Total Bid Documents Sold 04
7	Total Bids Received 04
8	Technical/Financial Bid Opening Date & Time 08/04/2022 at 1200 Hrs
9	No. of Bid Qualified 03
10	Bid(s) Rejected/Disqualified 01

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.4,198,250/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
1	M/s Jawed Construction Company	Qualified	Rs.3,912,370/- (Area 2,000 sq.ft x Rate per sq.ft Rs.1,956.1850/-)	1 st Lowest	Rs.285,880/- Below the estimated cost	Accepted Most Advantageous Bid	Accepted for Contract Award
2	M/s.G.A Woods	Qualified	Rs.3,977,470/- (Area 2,000 sq.ft x Rate per sq.ft Rs.1,988.7350/-)	2 nd Lowest	Rs.220,780/- Below the estimated cost	2 nd Lowest	
3	M/s. Shahjee Brothers & Co	Qualified	Rs.4,944,905/- (Area 2,000 sq.ft x Rate per sq.ft Rs.2,472.4525/-)	3 rd Lowest	Rs.746,655/- Above the estimated cost	High in Bid	
4	M/s.Zahir Uddin Siddiqui Construction Company	Disqualified	Rs.5,585,237/- (Area 2,000 sq.ft x Rate per sq.ft Rs2,792.6185/-)	4 th Lowest	Rs.1,786,987/- Above the estimated cost	Disqualified in Technical Evaluation Criteria	

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s. Jawed Construction Company is the most advantageous bid i.e. Rs.3,912,370/- and is also below the estimated cost, hence recommended for Renovation of Gulistan-e-Johar Branch Karachi.

Members Signature- Procurement Committee

Arshad Abbas Soomro
Head of Administration

Dilghad Hussain Khan
Chief Financial Officer

Syed Muhammad Aqeel
Chief Manager, IDBL Karachi

3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires proposal from the Contractors for RENOVATION WORKS- GULISTAN-E-JOHAR BRANCH KARACHI

JCC Jawed Construction Company

NTN No. 3116954-6

GST No. 17-001-3116-954-16

PEC License No. 37557

INTEGRITY PACT

Contract Number: 1243
Contract Value: Rs. 3,912,570/-
Contract Title: REPAIRS of GULSHAN JAWED

Dated: 20/8/22

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. JCC 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. JCC 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. JCC 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. JCC 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. JCC 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

Signature: _____

Name: _____



For and On Behalf Of

Sindh Bank Limited

Signature: _____

Name: _____

The terms and conditions are as follows:

Terms & Conditions:

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

Change / alteration in the original Plan:

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

Payment Schedule

The payment will be made given as per following schedule:

S.No.	Payment Stages	Payment in terms of percentage	Job to be Completed	Verified By
1	1 st Running Payment 30%	On completion of 35% job.	Demolition/Removal of debris Block Masonry for plaster complete / door frames Strong Room / RCC Work Drainage Line / Sewerage Lines Bath Room Tiles 100%	Admin
2	2 nd Running Payment 30%	On completion of 70% job.	Floor Tiles 100% False Ceiling Framing Copper Piping Power/LPS/Light/ACs/Networking Wiring	Admin/Area Manager
3	3 rd Running Payment 20%	On completion of 90% job.	Glass Door / Partition Wooden Doors Switches/Plates/Lights Paint 1 st Coat DBs, Cable	Admin/Area Manager
4	Final Payment 17%	On completion of 100% job.	Engineer Visit/ Branch Completion certificate	Engineer Visit Branch Completion Certificate
5	5 th Retention Money 12% Performance Security - 3% Retention Money 1	On satisfactory completion for three month period, after actual completion of work	After satisfactory completion of 3 months from actual completion.	Branch/Management



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

Period of Contract

- Date of Handing over site
- Branch Completion date

20/05/2022
13/06/2022

Commencement of Work

- Work will be commenced from the date of acceptance of Award/Letter by the Contractor

FOR
LAWRENCE CONSTRUCTION COMPANY

Penalty:

- The completion period of the awarded work will be 75 days from the date of handing over the site.
- In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- 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:

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

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 Contractor may be taken or executed by the officials.

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:

- If the performance of the Contractor is not satisfactory this agreement can be terminated by the Bank upon giving a '10 days' 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.
 - If the Contractor becomes insolvent or bankrupt.
 - If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
 - 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
 - If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- Issued with two warning letter/email by the bank for unsatisfactory performance to the bidder.

Termination of Agreement by the Contractor:

- If 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.
- If the Contractor fails.
- 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.

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.

[Handwritten signature]
Contractor

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 100 days of commencement of such informal negotiations, the dispute shall 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.

Obligation of the Contractor:

- 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-suppliers or third Parties.
- 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.

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 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 Contractor and the Personnel make public the recommendations formulated in the course of or as a result of, the Services.

INDEMNIFICATION:

THE CONTRACTOR (the "Indemnifier") 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 "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, provincial or Federal regulations concerning Indemnifier's performance under this Agreement).

This Article shall survive after termination of this Agreement.

ACCESS TO REGULATOR:

CONTRACTOR and THE BANK agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Renovation of Gulistan-e-Johar Branch Karachi and right to conduct on-site inspection, if required.

Anti - Money Laundering:

Contractor 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."



Handwritten signature and initials in blue ink, located at the bottom right of the page.