

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 Supply & Installation of Printers
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1249/2022
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Installation of Printers
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.5,950,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) Tech & Fin(01/06/2022 at 1100 Hrs)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 1
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 1
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 1
- 14) BID EVALUATION REPORT 23.08.2022
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s.Megaplus Pakistan Tech Bkt 6.
- 16) CONTRACT AWARD PRICE Rs.7,038,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. Mega Plus Pakistan
- 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	T00531-21-0017 13.05.2022
No	

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

Yes	Express Tribune, Daily Express & Sindh Express 13.05.2022
No	

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give 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: 30.8.2022

Signature & Official Stamp of
Authorized Officer

ARSHAD ABBAS 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
Tel: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Megaplus	300
Total		300

**MEGAPLUS**

9. INTEGRITY PACT

Annexure "D"

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

Megaplus Pakistan
174, P.E.C.H.S, Block 6,
Main Razi Road off
Shahra-e-Faisal, Karachi
UAN : (021) 111-00-3355
Tel: (+92-21) 3430 0872 ~ 3
Fax: (+92-21) 3430 0874

[MEGAPLUS PAKISTAN] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [MEGAPLUS PAKISTAN] 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 GoP, except that which has been expressly declared pursuant hereto.

[MEGAPLUS PAKISTAN] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [MEGAPLUS PAKISTAN] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [MEGAPLUS PAKISTAN] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [MEGAPLUS PAKISTAN] 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 GoP.

For and On Behalf Of

MEGAPLUS PAKISTAN
Signature: [Signature]
Name: MUSTAFA ZAFAR
NIC No: 423016864037-1




Hewlett Packard
Enterprise

Canon**CISCO****H3C** **Microsoft**

PC
Partner
Platinum
Lenovo

Islamabad: 1015, Street 44, E-11/3, Islamabad - 44000, UAN : (051) 111-00-3355, Fax: (+92-51) 211 1530, Email: islamabad@megaplus.com.pk

Lahore: 22C, Block M, Gulberg III, Lahore - 54600 UAN : (042) 111-00-3355, Fax: (+92-42) 3591 8116 Email: lahore@megaplus.com.pk

Peshawar: Megaplus Tower, 35, The Mall, Peshawar - 25000, UAN : (091) 111-00-3355, Fax: (+92-91) 527 9993 Email: peshawar@megaplus.com.pk

Quetta: 78, Phase-3, Shahbaz Town, Quetta. UAN : (081) 111-00-3355, Email: quetta@megaplus.com.pk

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited requires Supply & Installation of Laser Jet Printers for its head office and branches. The requirement will be issued on need basis. Therefore quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply of actual numbers of items. The purchase of item will be spread over the year as needed.

Required items should strictly be original/genuine and in accordance with the below specifications.

MONO LASER JET PRINTERS (Network and USB Interface Both)		Quantity
Specification		85
Processor Speed	1200 MHZ or Higher	
Printing Speed	38 PAGES PER MINUTE or Higher	
Duplex Printing	Yes	
Memory	256 MB or Higher	
Input Paper Capacity	250 Sheets or Higher	
Output Paper Capacity	150 Sheets or Higher	
Paper Size Support	A4,A5,A6,B5,POSTCARDS,ENVELOPES,Legal	
Interface	High Speed USB 2.0, 1 Gigabit Ethernet Port10/100/1000 MBPS	
Print Quality	UPTO 1200X1200 DPI or Higher	
Monthly Duty Cycle	80,000 pages or Higher	
Toner Yield-(Standard)	3000 Pages or Higher	
Toner Yield-(High)	9000 Pages or Higher	
Warranty	1-YEAR	
Delivery Time	Within 6 Weeks.	
Operating System Compatibility	Windows 7/ Windows 8/ Windows 10 (All Version Of Windows)	

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- The tender will be dealt as per single stage one envelope method i.e. the financial and technical bids will be opened at one time and after announcing of financial bids, the contract will be awarded to a bidder who qualifies the eligibility criteria & Offered lowest evaluated financial bid.
- This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation criteria, then next lowest bid will be evaluated. 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.
- Selected bidder must provide a demo/sample unit immediately (within two working days) for necessary inspection/verification of the specifications.

PURCHASE ORDER

PO No: 244

Date: 30-08-2022

M/s Megaplus Pakistan,
M44, PECHS Block 6,
Main Razi Road,
Offshahra-e-Faisal,
Karachi.

Subject: Supply & Installation Of Printer.

Dear Sir,

With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1249/2022 Dated 01-06-2022 For Supply & Installation Of Printer at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender Bid is Accepted

S.NO	Product	Qty	Unit Price PKR	Total Price (PKR) (Including All Tax)
1	Canon LBP-226DW	85	82,800/-	7,038,000/-

Terms & Conditions

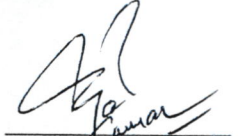
Payment Terms


As Per Agreement.

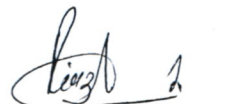
Taxes/Deduction


Above Prices are inclusive of all taxes.

Thank you,


S. Khuram Waheed
OG-I/I.T. Division


S. Zeeshan Ul Haq
SVP-II/I.T. Division


Riaz Ahmed
EVP-II/ I.T Division


S. Ata Hussain
EVP/ Head Of IT

Received
30/08/22

SINDH BANK LIMITED
HEAD OFFICE
3RD FLOOR, FEDERATION HOUSE
ABDULLAH SHAH GHAZI ROAD
CLIFTON KARACHI-75600.

UAN : +92-111-333-225
PHONE : +92-21-35829320
+92-21-35829394
FAX : +92-21-35870543
WEB : www.sindhbankltd.com

پوائنٹ : +92 111 333 225
فون : +92 21 35829320
+92 21 35829394
فیکس : +92 21 35870543

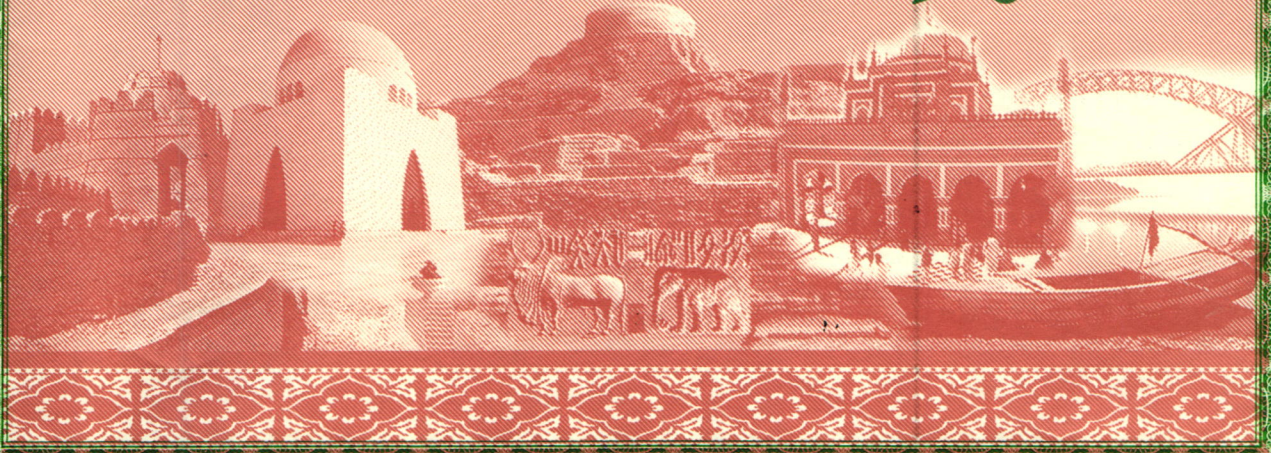
سندھ بینک لمیٹڈ
ہیڈ آفس : تیسری منزل، فیڈریشن ہاؤس،
عبداللہ شاہ غازی روڈ، کلکشن، کراچی۔ ۷۵۶۰۰۔ پاکستان



E-STAMP



حکومت سندھ



0144-2208300001058575

GoS-KHI-D9A19F2ADC138BBB

Non-Judicial

Rs 24,633/-

Description : Contract - 15(a)
 Principal : Sindh Bank Limited [36540087]
 Contractor : Megaplust Pakistan [14308703]
 Applicant : Terrance [42301-0882990-7]
 Stamp Duty Paid by : Megaplust Pakistan [14308703]
 Issue Date : 30-Aug-2022, 04:21:05 PM
 Paid Through Challan : 20228E303C7E32AA
 Amount in Words : Twenty Four Thousand Six Hundred and Thirty Three Rupees Only

Please Write Below This Line

AGREEMENT

This Agreement is made on this 30th day of AUGUST - 2022, Between
 Sindh Bank Limited having its head office at 3rd Floor, Federation House, Clifton, Karachi (hereinafter
 called the Purchaser)

And

M/S. Megaplust Pakistan having its registered office at M44, PECHS, Block-6, Main Razi Road,
Off Shahra-e-Faisal, Karachi (Here in after called the Vendor).

WHEREAS the Vendor is the dealer/supplier/manufacturer of Canon Printers
 (Goods).

AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on the terms and
 conditions laid down hereinafter for the supply of Equipments for the BANK of total sum Amounting Rs.
7,038,000/-

Detail of Equipment is as follows.

S.No	Product	Quantity	Unit Price PKR	Total Price (PKR)
1	<u>Canon 226dw Printer</u>	85	PKR 82,800/-	PKR 7,038,000/-

Terms & Conditions:

1. The vendor will provide the performance security in the form acceptable to the Bank. For the 10% of the order value for the period of one year from the date of Submission of performance security. If the Vendor does not fulfil its commitments the bank reserves the right to enforce the performance security. All terms & condition of the tender documents are part of this agreement

2. The vendor shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Bank within 06 weeks from the date of receipt of





E-STAMP

CONTINUATION SHEET
Government of Sindh

Purchase Order.

3. The bank will have the option to enforce the performance bond on happening of any one or all the following events.

- If the vendor fails to deliver the Goods as per agreed Schedule.
- If the vendor fails to get the Goods inspected by the Technical Committee.
- If the Goods supplied by the vendor fails to perform as per Banks requirement.

In addition the Bank will have the option to cancel the order and offer the same to the next lowest bidder.

4. The Vendor is obliged and bound to replace any or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.

5. The warranty of the equipment is One year comprehensive onsite from the date of delivery.

6. The warranty will be effective while the Goods remain in the premises of the Bank and the Bank will not be responsible to send the equipment to the vendor site. In case however if any portion of equipment required to be shifted to vendor's site, vendor will provide equivalent backup During the warranty period.

7. Vendor agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the equipment during the warranty period. In case the effected part is not available, then the vendor will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Bank. The vendor will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance, Software Updates & Patches & Support.

8. The vendor 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.

9. The Bank reserves the right to Test/Check the equipment to ensure that it is provided as per specification in the tender document. For any discrepancies, the Bank reserve the right to forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of the Bank forever. The decision of the Bank shall be final and binding upon the vendor.

10. In the event of the default on the part of the vendor, in the performance of any condition of the contract and if such default is not remedied within 3 days it shall be lawful for the Bank to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with vendor and the decision of the Bank will be the final and legally binding on the vendor.

11. Proportionate payments against supply of equipment will be made within Fifteen days from the equipment delivery date.

12. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Complaint Redressal Committee for Dispute Resolution.

13. Delivery will be made by the vendor at one location prescribed by the Bank.

14. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged.

15. The term of this agreement shall be for the period of 01 year, commencing from the date of signing of this agreement. Extendable up to three years.

16. CONFIDENTLITY

i. **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of M/S Megaplus Pakistan on and its personnel during normal course of business / Services shall be the property of the SNDB

at all times and / or any of the SNDB's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by M/S Megaplus Pakistan.

ii. M/S Megaplus Pakistan acknowledges that the SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, Megaplus shall not disclose any data, information or other affairs of SNDB's customers which may come to the knowledge of Megaplus Pakistan in providing the above services. _____ undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of M/S Megaplus Pakistan under this Agreement.



- iii. In the event of breach of this clause, M/S Megaplus Pakistan shall be liable to pay damages to the SNDB and indemnifies the SNDB against any injury arising out of any breach of this clause by the SNDB.
- iv. This clause shall survive termination of the Agreement.

17. INDEMNIFICATION.

- v. M/S Megaplus Pakistan (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).
- i. This Article shall survive termination of this Agreement.

18. Ensuring Access to SBP

M/S Megaplus Pakistan and SNDB will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and right to conduct on-site to _____, if required.

19. Termination of Agreement by the Bank:

- If the Supplier, 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 Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued two (2) warning letters /emails by Sindh Bank Ltd for unsatisfactory current performance of vendor.

20. 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.

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

22. The vendor will not assign its job to anyone, except prior written permission of the bank.

23. 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 Vendor may be taken or executed by the authorized officials.

24. Goods 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.

25. Conflict of Interest:

The Vendor 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.

26. Anti- Money Laundering Requirement:

VENDOR 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.

27. Governing Law Jurisdiction

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan and both the parties i.e. THE BANK and VENDOR, hereby submits to the jurisdiction of the local courts in Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement.



Ans

28. Force Majeure

Neither party shall be liable for any failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, shortage of labor or materials, labor disputes, government restrictions, or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected party shall notify the other in writing of such events or circumstances promptly upon their occurrence.

29. 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 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.

30. Obligation of the Contractor:

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

31. 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.

32. Taxes and Duties

The vendor and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price.

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

33. Termination of Agreement by the Bank:

If the Supplier, 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 Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and

If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

If issued two (2) warning letter/emails by Sindh Bank Ltd for its unsatisfactory current performance by the Sindh Bank Ltd to the bidder.



34. Support Escalation Matrix:

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

LEVEL-1	Name/Designation (support staff)	Ms. Sana Farrukh (Assistant Manager Support)
First complain if the call is not resolved " within specified response time " (24 hours)	Landline Phone	021-34300872-3 (Ext: 103)
	Email	<u>sana@megaplus.com.pk</u> <u>MPSupportsouth@megaplus.com.pk</u>
	Cell	<u>0336-2289946</u>
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Mr. Mustafa Zafar (Corporate Account Manager)
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	021-34300872-3
	Email	<u>mustafa@megaplus.com.pk</u>
	Cell	<u>0335-9221096</u>
LEVEL-3	Name/Designation (CEO of the firm)	Mr. Yasir Zahir (Regional Sales 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	021-34300872-3
	Email	<u>yasir@megaplus.com.pk</u>
	Cell	<u>0300-8256275</u>

Company Name: Megaplus Pakistan

Registered Address:

M44, P.E.C.H.S, Block6

Main Razi Road Off, Shahra-e-Faisal,
Karachi

Karachi 75600

Name: Mustafa Zafar

Signature: [Signature]

Title: Corporate Account Manager

Date: 31 - AUGUST 2022

Witness:

Name: Muhammad Ali Rashid

Signature: [Signature]

Title: Manager Sales

Date: 31 - AUGUST 2022

Sindh Bank Limited

Registered Address:

HEAD OFFICE

Federation House

Abdullah Shah Ghazi Road, Clifton
SYED ATA HUSSAIN
EVP Head Information Technology
SINDH BANK LIMITED
Head Office, Karachi.

Name: [Signature]

Signature: [Signature]

Title:

Date:

Witness: SYED KHURRAM WAHEED

Name: [Signature]

Signature: [Signature]

Title: OG-I

Date: 30/08/22