

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH BANK LIMITED/ADMINISTRATION
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SCHEDULED BANK
- 3) TITLE OF CONTRACT Renovation of Dera Murad Jamali Branch
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1277/2022
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE _____
- 8) ENGINEER'S ESTIMATE Rs.2,885,525/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 15/11/2022 at 1100 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 02
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT 31/11/2022
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Latifi Enterprises 707, 8th Floor
- 16) CONTRACT AWARD PRICE Rs.2,413,300/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. Latifi Enterprises M/s. GA Woods

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	T00531-22-0015 27.10.2022
No	

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

Yes	Express Tribune, Daily Express & Sindh Sobh 27.10.2022
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 COMMITMENT, IF A ROAD:
(If yes, enclose a copy)

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

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

Yes	
No	no

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

Print

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Bid Evaluation Report		
Evaluation Report – Renovation of Dera Murad Jamali Branch		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SINDB/COK/ADMIN/TD/1277/2022
3	Tender Description	Renovation of Dera Murad Jamali Branch
4	Method of Procurement	Single Stage One Envelope Bidding Procedure
5	Tender Published / SPRA S.No	T00531-22-0015, Express Tribune, Daily Express, Sobh (27/10/2022)
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical/Financial Bid Opening Date & Time	15/11/2022 at 11:00 Hrs
9	No. of Bid Qualified	02
10	Bids/ Rejected/Disqualified	00

Detail on the above is as follows:-

S No	Name of Firm or Bidder	Qualified / Disqualified in Technical / Eligibility Inspection	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Engineering Estimated cost (Rs. 2,855,525/-)	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6	7
1.	M/s. Latif Enterprises	Qualified	Rs.2,413,325/- (Area 2,275 sq.ft x Rate per sq.ft Rs.1,060.8021)	1 st Lowest	Rs.442,200/- Below the estimated cost	Accepted Most Advantageous Bid	Accepted for Contract Award
2.	M/s. G.A Woods	Qualified	Rs.3,327,060/- (Area 2,275 sq.ft x Rate per sq.ft Rs.1,462.4439)	2 nd Lowest	Rs.471,535/- Above the estimated cost	High In Bid	

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s. Latif Enterprises is the most advantageous bid i.e. Rs. 2,413,325/- and is also below the estimated cost, hence recommended for Renovation of Dera Murad Jamali Branch.

Members Signature- Procurement Committee

Arshad Abbas Soomro
Head of Administration

Dilshad Hussain Khan
Chief Financial Officer

Syed Muhammad Aqeel
Chief Manager, IDBL Karachi

<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Latifi	339
2	GA Woods	339
Total		678

3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires proposal from the Contractors for RENOVATION WORKS OF DERA MURAD JAMALI BRANCH



Payment Schedule

The payment will be given as per following schedule.

TABLE OF PAYMENTS CIVIL, ELECTRICAL & RENOVATION WORKS

S.No	Payment Stage	Payment in terms of percentage	Job to be Completed	Verified by
1	1 st Running Payment 30%	On completion of 35% job.	Block masonry for plaster complete/Door frames Strong Room/RCC work Drainage Line/Sewerage Lines	Admin/Area Manager
2	2 nd Running Payment 30%	On completion of 70% job.	Bath tiles 100% Plastic Copper piping Power/UPS/Light/AC/w networking wiring	Admin/Area Manager
3	3 rd Running Payment 20%	On completion of 90% job.	Glass Doors/Partition Wooden Doors Switches plates, Lights paint 1 st coat, DBB, Cable,	Admin/Area Manager
4	Final Payment 10%	On completion of 100% job.	Engineer Visit/ Branch Completion certificate	Engineer Visit/Branch Completion Certificate
5	5% Retention Money + 3% Performance Security + 3% Retention Money	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 and performance security will be released after 3 month of completion of tender assigned job and after due receipt of letter of satisfaction from concerned branch manager. Final Bill will be made on actual verified quantities / area.

3. Completion of Period:

The completion period of the entire work will not exceed 75 Days from the date of handing over SITE to the Contractor i.e. 7/12/22. In case of failure to complete the job within stipulated period i.e. 75 Days penalty @ 1.5% per day will be imposed upon contractor.

4. Commencement of Work:

The job will be commenced immediately from the date of acceptance of this Award/Letter.

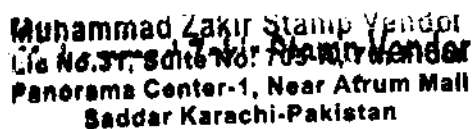
Please sign & affix your company's stamp and return the same to us as a token of your acceptance immediately.

With Regards,



Agreed & Accepted
For & on behalf of

Prabir D.
Kalray



S. NO. DATE
 ISSUED TO WITH ADDRESS:
 THROUGH WITH ADDRESS
 PURPOSE
 VALUE RS. ATTACHED
 STAMP HERE SIGNATURE

THIS AGREEMENT is entered into at Karachi
on this the 1 day of Dec, 2022

M/S. Latifi Enterprises, a sole proprietorship, having its principal place of business at C-707, 8th Floor, Billys Tower, Main Rashid Minhas Road, Gulistan-e-Jouhar, Block-20, Karachi (hereinafter referred to as "Contractor", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

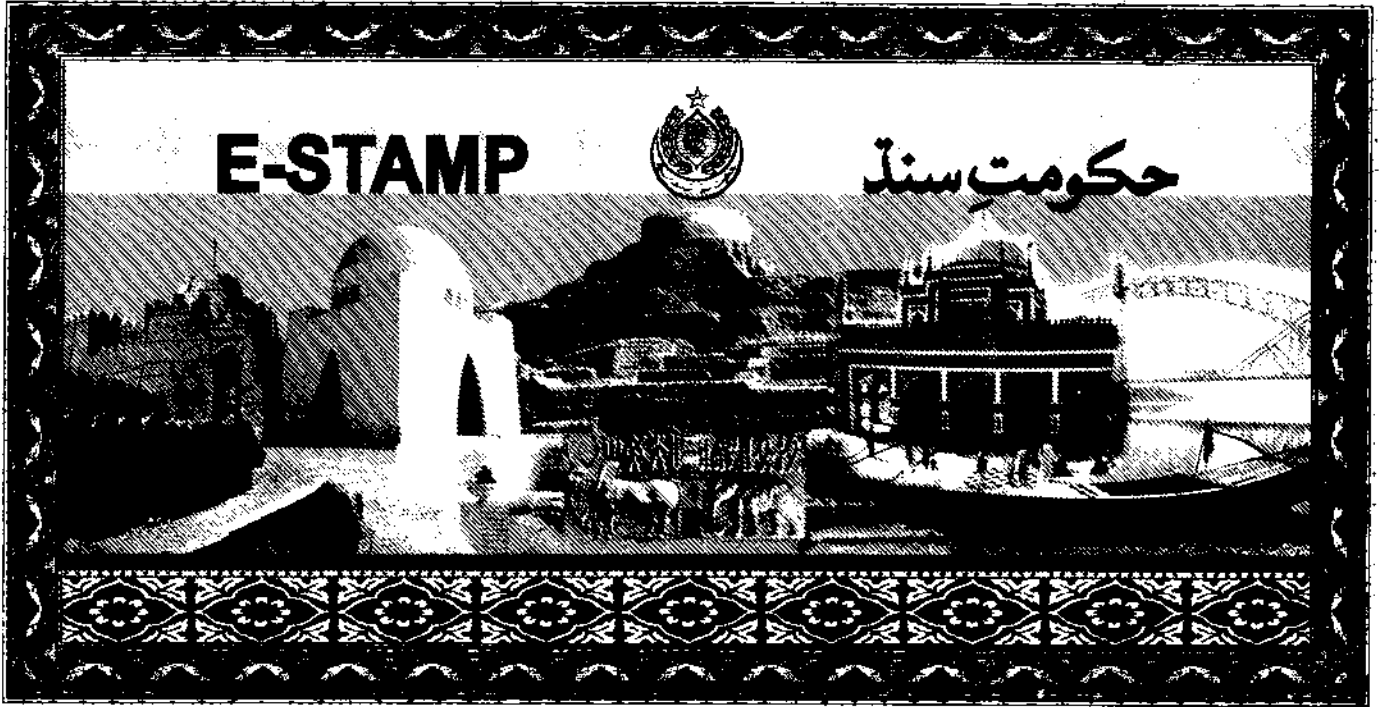
SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as "THE BANK", which expression shall be deemed to mean and include its successors-in-interest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

"THE BANK" intends to acquire the services of "Contractor" for Renovation, Interior and Electrical Work, for its Dera Murad Jamali Branch and Contractor agrees to provide the following services to the bank, as per the tender opened on 5/11/2022.

- i. Renovation, Interior and Electrical work as per detailed BOQ submitted to _____ Bank

Total Price as per Financial / Technical Proposal
Submitted by **M/s.Latifi Enterprises: Rs.2,413,325/-** : Annexure "A".

ted to
LAW ENTERPRISES
Proprietor



NBP-2041-2212060001521031

GoS-KHI-442A689F5AC249F2

Non-Judicial

Rs 8,447/-

Description	: Contract - 15(a)
Principal	: SINDH BANK LIMITED [36540037]
Contractor	: ARBAB ALI KALWAR [45102-6972376-3]
Applicant	: Arbab Ali Kalwar [45102-6972376-3]
Stamp Duty Paid by	: ARBAB ALI KALWAR [45102-6972376-3]
Issue Date	: 06-Dec-2022, 10:39:41 AM
Paid Through Challan	: 20227379F0562C65
Amount in Words	: Eight Thousand Four Hundred and Forty Seven Rupees Only

Please Write Below This Line

The terms and conditions are as follows:

Terms & Conditions:

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

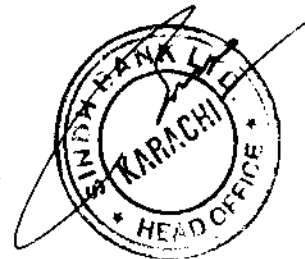
Change / alteration in the original Plan:

- 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:

[Signature]
LATIF ENTERPRISES
 Proprietor



S.No	Payment Stage	Payment in terms of percentage	Job to be Completed	Validated By
1	1 st Running Payment 30%	On completion of 35% job.	Block masonry for plaster complete/Door frames Strong Room/RCC work Drainage Line/Sewerage Lines	Admin/Area Manager
2	2 nd Running Payment 30%	On completion of 70% job.	Bath tiles 100% Plaster Copper piping Power/UPS/Light/ACs/ networking wiring	Admin/Area Manager
3	3 rd Running Payment 20%	On completion of 90% job.	Glass Doors/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% Retention Money (2% Performance Security + 3% Retention Money)	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 the receipt of letter of satisfaction from concerned branch manager. Final Bill will be made on actual quantities.

Period of Contract

- Date of Handing over site: 7/12/22
- Branch Completion date: 24/2/23

Commencement of Work

- The job will be commenced from the date of acceptance of Award/Letter by the Contractor.

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 Representatives

- Any action required or permitted to be taken, and any document required to be executed under this agreement by the Bank or the Contractor may be taken or executed by the official.

[Signature]
Branch Manager

Payment 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 30 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 the Agreement.

If faced with two warning letters/email by the bank for unsatisfactory performance to the bidder.

Termination of Agreement by the Contractor:

The Contractor may terminate this Agreement, by not less than (30) days' written notice to the Bank, if the Bank fails to pay any money due to the Contractor pursuant to this Agreement without Contractors fault.

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.

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.

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 adviser to the Bank, and shall at all times support and safeguard the Bank's legitimate interests in any dealings with its Suppliers or third Parties.

If the obligation of warranty period are not met or delayed, the repair etc. requirement on this aspect will be carried out by the bank & the billed amount will be deducted from the performance security upon receipt of request due to supplier. Risk & subsequent cost in 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 interest paramount without any consideration for future work, and shall not enter into any other assignment or contract which may conflict with the Bank's interests.



LAHORE

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

a) 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, damages, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, attorneys' fees, 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 directors, officers, 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 survive after termination of this Agreement.

ACCESS TO REGULATOR

Contractor and THE BANK agree to provide State Bank of Pakistan necessary access to the books, records and accounting records in relation to the Renovation of Dera Murad Jamali Branch and to permit inspection, if required.

Anti - Money Laundering

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

Witnessing the above both the parties have set their hands on the day and year above first mentioned.

Contractor Signature

Name

Designation

Company Name

Address

Stamp

Contractor Signature

Name

Designation

Company Name

Address

Federation House, State Bank

Head Office, Karachi

Witness:

Signature

Name

Designation

Address

Signature

Name

Designation

Company Name

Address

Federation House, State Bank

Ltd. Head Office Karachi

Witness

Signature

Name

Designation

Company Name

Witness

Signature

Name

Designation

Company Name

LATIFI ENTERPRISES

CIVIL, INTERIOR, ELECTRICAL

INTEGRITY PACT

Contract Number: 277

Dated: 7/12/22

Contract Value: Rs. 2,413,325/-

Contract Title: Renovation of Dera Murad Janjani Bazar

Declaration of Fees, Commissions and Brokerage etc. to be paid by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2017

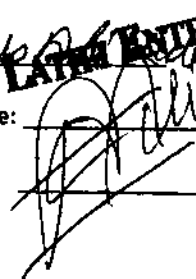
M/s. Latifi Enterprises hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by Gos through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. Latifi Enterprises represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable, and has not given or agreed to give and shall not give or agree to give to anyone within or outside Sindh 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 or its administrative subdivision or agency expressly declared pursuant hereto.

M/s. Latifi Enterprises 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. It has not taken any action or will not take any action to circumvent the above declaration, representation and warranty. M/s. Latifi Enterprises accepts full responsibility and strict liability for making any false or misleading disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this Integrity Pact and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit procured as aforesaid shall, without prejudice to any other right and remedies available to Gos, be voidable at the option of Gos.


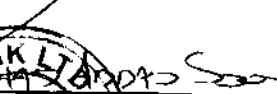
Notwithstanding any rights and remedies exercised by Gos, M/s. Latifi Enterprises agrees to indemnify Gos for any loss or damage incurred by it on account of any contract, right, interest, privilege or other obligation or benefit procured as aforesaid, and further pay compensation to Gos in an amount 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 or its administrative subdivision or agency.

For and On Behalf of

Arbab Ali LATIFI ENTERPRISES
Signature:  Proprietor

Name:

Rehalf Of

Mr. 
H. O. 
CHIEF OFFICER
HEAD OFFICE