

M792981

R. 9000/-

ced. 130
29/08/18Stamp Office, City Court
Karachi.

29 AUG 2018

M. SAQIB HUMAYUN STAMP VENDOR

Shop No.12, Karim Plaza, Near Civic Centre Karachi

Lic. No. 61

S.NO.

DATE

16 AUG 2018

ISSUED TO WITH ADDRESS

THROUGH WITH ADDRESS

PURPOSE Not For Use: Divorce Decree Advocate

VALUE RS (Attested)

STAMP VENDOR'S SIGNATURE

Agreement for Renovation of Kemari Branch

THIS AGREEMENT is entered into at Karachi
on this the 30 day of August, 2018

BETWEEN

M/S. Arcika Traders & Contractors, a sole proprietor concern, having its principal place of business at Office: B-12, Block 10 2nd Floor. F.B Area 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;

AND

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.

WHEREAS:

"THEBANK" intends to acquire the services of "Contractor" for Renovation, Interior, Electrical Work and Construction, for its Keamari Branch Karachi and Contractor agrees to provide the following services to the bank, as per the tender opened on 31/07/2018.

- Renovation, Interior and Electrical work as per detailed BOQ submitted to the Bank. Total Price as per Financial / Technical Proposal
Submitted by M/S. Arcika Traders & Contractors: Rs.2,596,250/- as Annexure "A".

The terms and conditions are as follows:

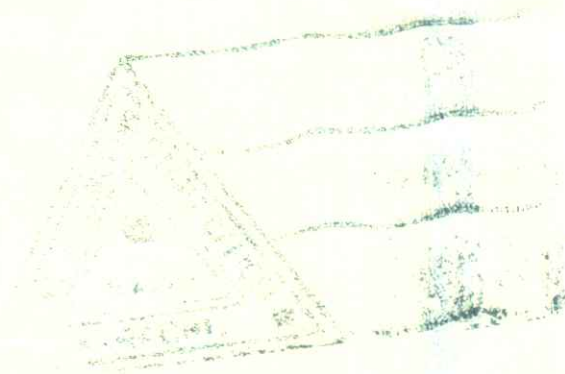
Terms & Conditions:

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.





OFFICE CITY COV

Payment Schedule:

- a) No advance payment will be made.
- b) First interim Payment will be made on receiving original invoice from the contractor and confirmation of 30% completion of work by respective Area / Regional Manager of the bank.
- c) Second interim payment will be made on receiving original invoice from the contractor and confirmation of 60% completion of work by respective Area / Regional Manager of the bank.
- d) Final payment will be released to contractor on receipt of final invoice from the contractor and as per actual measurements by the Bank Engineer during physical inspection of the completed project.
- e) 02% of the total tender amount will be retained by the Bank as "Performance security" in shape of pay order and the same will be released after 90 days of handing over of the project alongwith receipt of satisfactory letter from the concerned branch. On completion of said period a final inspection will be carried out and the retention amount will only be released addressing of observation and due verification from concerned Branch Manager.

Period of Contract:

- Date of Handing over site
- Branch Completion date:

30/08/2018
14/10/2018

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 45 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.

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 30 day's 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.
- If issued with two warning letter/email by the bank for unsatisfactory current 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 first complaint redressal committee of the bank and if parties could not reached at amicable situation, then the matter will be referred to the grievance committee of Bank and if matter could not be resolved the matter will be referred for 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.

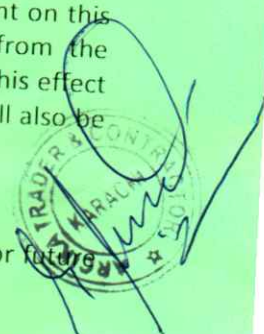
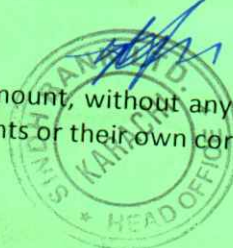
Obligation of the Contractor:

- 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 their own 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 its 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") the contractor herein 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 "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 survive termination of this Agreement.

ACCESS TO REGULATOR.

The Contractor and Bank agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Renovation, Interior, Electrical Work and Construction, for its **Keamari Branch Karachi** and right to conduct on – site inspection, If required.

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

Contractor Signature [Signature]

Name Kapeer Khan

Designation _____

Company Name Arjika Traders

Address B-12, Block #10,
2nd Floor, F.B Area Karachi

Stamp

Customer Signature [Signature]

Name Muhammad Saleem

Designation VP- Admin

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank
Ltd. Head Office, Karachi

Stamp



Signature [Signature]

Name Ather Dyal

Designation AVP II - Admin

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank
Ltd. Head Office Karachi

Witness:

Signature [Signature]

Name Faraz Ahmed

Designation AVP-11

Address Same as above

Witness:

Signature [Signature]

Name Umera Awan

Designation OG III Admin

Address Same as above.



M. SAQIB HUMAYUN STAMP VENDOR
Shop No.12, Karim Plaza, Near Civic Centre Karachi

Lic. No. 61

S.NO.

16 AUG 2018

DATE

602493

ISSUED TO WITH ADDRESS Izhar Alam
THROUGH WITH ADDRESS
PURPOSE, Not For Use, Divorce Deed, Advocate
VALUE RS. (Attested)
STAMP VENDOR'S SIGNATURE

M/S. Arcika Traders & Contractors

Office: B-12, Block 10 2nd Floor

F.B Area Karachi

(RUPEES ARE COUNTERED ONLY)

Dated: _____

Letter of Award

**Renovation, Interior Work, Construction and Electrical Work at Sindh Bank Limited
"Kemari Branch Karachi".**

This is with reference of your Tender dated 31/07/2018 pertaining to captioned work. We are pleased to inform you that based on your quotation the above work has been assigned to you on contract price basis, on item wise rates, with a total of **Rs.2,596,250/-**

Other terms & conditions would be as follows:

1. Description of Work:

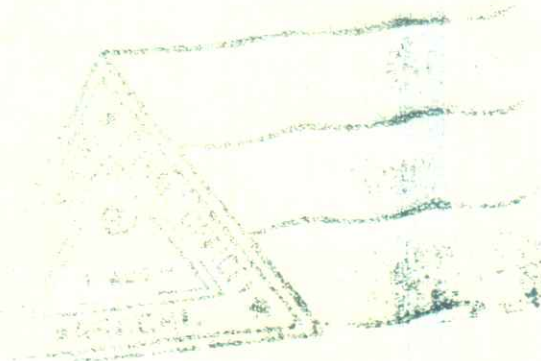
- Civil/Interior work covering total area of 1,550/- sq.ft. as per the detailed drawing submitted to the bank.
- Electrical Works

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 construction activities will be provided free of charge to the contractor, by the bank.

2. Payment Schedule:

- No advance payment will be made.
- 30% amount of total contract will be released on completion of mobilization and 30% of civil works, as reimbursement and on verification by Bank's rep.
- After completion of balance of civil works 30% payment of total amount of contract will be released, also on verification.
- 30% payment will be made on handing over of the site to the bank, subject to proper submission and scrutiny of the bills.
- 02% of the total amount of Contract Amount will be submitted by Contractor as "Performance Security".





3. **Completion of Period:**


The completion period of the entire work will not exceed 45 Days from the date of handling over SITE to the Contractor i.e. 30/08/18. In case of failure to complete the job within stipulated period i.e. 14/10/18, penalty @ 0.15% per day will be imposed upon you.

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,


Mohammad Saleem
Chief Engineer



Agreed & Accepted
For & on behalf of





FINANCIAL PROPOSAL

Annexure "A"

Name of Bidder: Arcika Traders & Contractors

S.No	Description	Area in Sq Ft	Rate Per Sq.Ft	Amount in Rs
1.	Renovation of Keamari Branch Karachi	1,550/-	1,675/-	2,596,250/-



for   

