

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 Bhawal Nagar Branch ✓
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/960/2018
- 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. 2,904,100/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 45 Days
- 10) TENDER OPENED ON (DATE & TIME) 27/08/2018 At 1200 Hours
- 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 03
- 14) BID EVALUATION REPORT 18/10/2018 Attached
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Z-A Construction, 14-V SAHIWAL
- 16) CONTRACT AWARD PRICE Rs. 2,922,150/- Tan
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
- 1) M/s. Z.A Construction
- 2) M/s. Mani & Associates
- 3) M/s. Memar Associates
- 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 COMPETENT AUTHORITY

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 S. No:26428/2016 & 33975/2017 SPPRA S. No:37814/2018 (10th Aug 2018)
No	

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

Yes	Express Tribune, Daily Express, Daily Ibrat (18th Oct 2017)
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

39) Date of Award of Contract: 14/11/18

Signature & Official Stamp of
Authorized Officer

FOR OFFICE USE ONLY

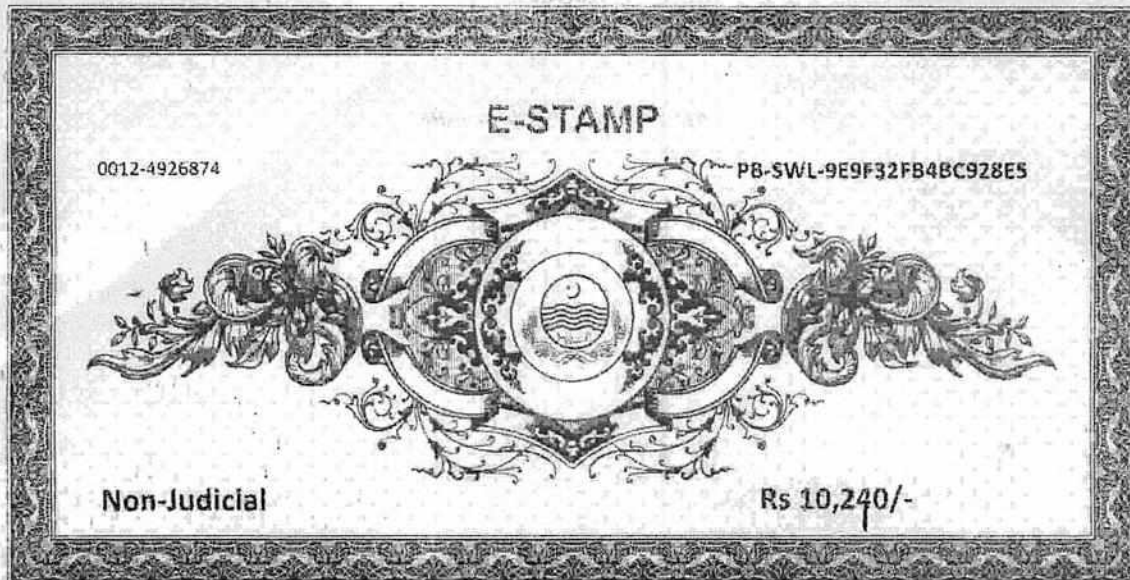
Lt Col (R) Shahzad Begg
EVP/Head of Administration
SINDH BANK LIMITED

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset



Description	: AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS, PAWN OR PLEDGE - 6(a)(ii)
First Party	: Muhammad Zulfiqar Ali [36502-8437413-7]
Second Party	: Muhammad Asif Manaka [35301-6737506-3]
Agent	: Muhammad Zulfiqar Ali [36502-8437413-7]
Stamp Duty Paid by	: Muhammad Asif Manaka [35301-6737506-3]
Issue Date	: 29-Oct-2018, 10:22:46 AM
Paid Through Challan	: 2018BC2AA5711F9D
Amount in Words	: Ten Thousand Two Hundred and Forty Rupees Only

Agreement for Renovation of Bhawal Nagar Branch

THIS AGREEMENT is entered into at Karachi
on this the 14 day of Nov, 2018

BETWEEN

M/S. Z.A Construction, a sole proprietorship concern, having its principal place of business at House No.14-V, Farid Town, Sahiwal (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:

"THE BANK" intends to acquire the services of "Contractor" for Renovation, Interior, Electrical Work and Construction, for its Bhawal Nagar Branch and Contractor agrees to provide the following services to the bank, as per the tender opened on 27/08/2018.

- Renovation, interior, Electrical and construction work as per detailed BOQ submitted to the Bank. Total Price as per Financial / Technical Proposal Submitted by M/S. Z.A Construction: Rs.2,922,150/- 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.





E-STAMP
CONTINUATION SHEET

Payment Schedule:

MODE OF PAYMENTS, CIVIL, ELECTRICAL & RENOVATION WORKS

No	% of Payment	Completion of Work	Salient Works
1	30% Running Payment	On completion of 35% work	Demolition / Removal of debris
			Block Masonry of bath / kitchen
			Strong Room casting
			Plaster, Drainage lines ,
			cutting for wiring
2	30% Running Payment	On completion of 70% work	Wire piping, conducting
			floor Tiles
			Bath tiles
			Paint first coat
			Ceiling framing
3	35% Running Payment	On completion of 100 Work	ATM and glass work
			Electrical, networking wiring
			Electrical switch, fittings, DB
			Bath Kitchen fittings
			Doors and wooden cabinet
			Elevation works
			Steps, Ramp, Railing
4	05% Retention Money	On satisfactory completion of three months period, after actual completion of work	Land escaping, Earthing
			Final paint / polishing
			After Satisfactory completion of 3 months from actual completion

The successful bidder 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 6 months of completion of tender assigned job and after due receipt of letter of satisfaction from concerned Branch Manager

Period of Contract:

 Construction



E-STAMP
CONTINUATION SHEET

- Date of Handing over site
- Branch Completion date:

14/11/18
28/12/18

Commencement of Work:

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

Penalty:

1. The completion period of the awarded work will be 45 days from the date of handing over the site, the bank's representative will confirm the same.
2. In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
3. 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:

1. 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.
2. 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:

1. 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.
2. If the Contractor becomes insolvent or bankrupt.
3. If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
4. 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
5. If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
6. If issued with two warning letter/email by the bank for unsatisfactory current performance to the bidder.


Construction

Termination of Agreement by the Contractor:

1. 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.
2. 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:

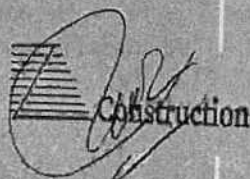
- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

1. 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.
2. 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:

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


Construction

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 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.

i. 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).

ii This Article shall survive termination of this Agreement.

Anti - Money Laundering.

"Contractors 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."

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 Bhawal Nagar Branch and right to conduct on - site inspection, if required.


Construction



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

Contractor Signature

Name Mian Zulfikar Ali

Designation Director

Company Name Z-A Construction

Address H.No. 14-16 Fard

Town Bahawalpur

Stamp

Customer Signature

Name LT. ALI SHAHZAD BOC

Designation EVP / HEAD OF ADMIN

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank

Ltd. Head Office, Karachi

Stamp

Witness:

Signature

Name Ather Ishaq

Designation AVR-II

Address Sindh Bank Ltd.

Signature

Name M. SALEEM

Designation CHIEF ENGINEER

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank

Ltd. Head Office Karachi

Witness:

Signature

Name

Designation

Address

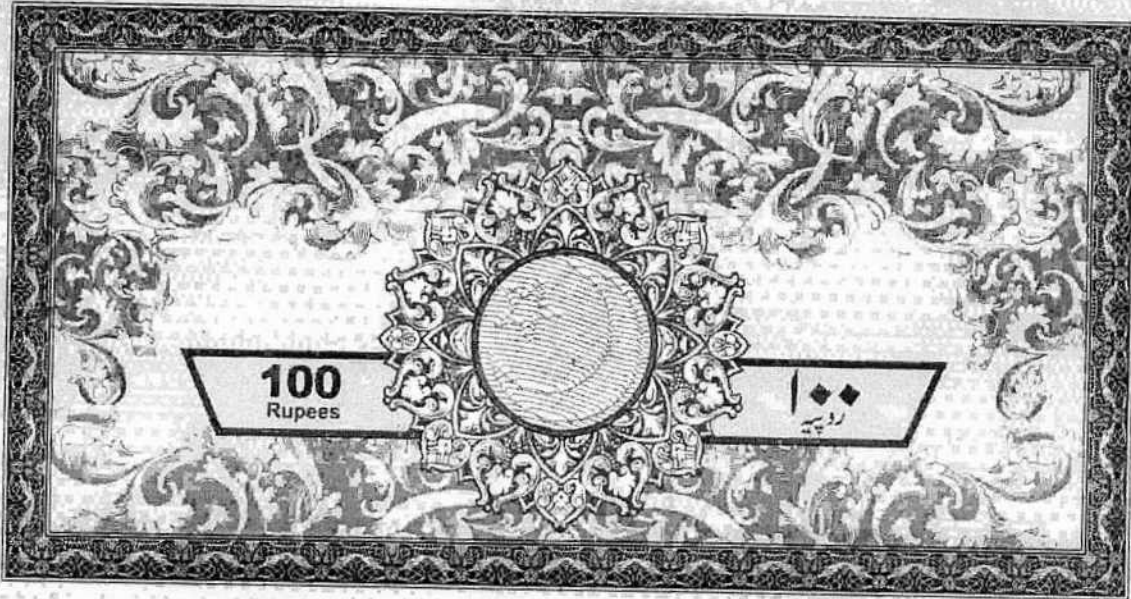
FINANCIAL PROPOSAL

Annexure "A"

Name of Bidder: Z.A Construction.

S.No	Description	Area in Sq Ft	Rate Per Sq.Ft	Amount in Rs
1.	Renovation of Bhawal Nagar Branch	1,610/-	1,815/-	2,922,150/-


Z.A Construction



M/S. Z.A Construction
No.14-V, Farid Town, Sahiwal

Date 14/11/18

Letter of Award

Renovation, Interior Work, Construction and Electrical Work at Sindh Bank Limited "Bhawal Nagar Branch".

This is with reference of your Tender dated 27/08/2018 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.2,922,150/- ✓

Other terms & conditions would be as follows:

1. Description of Work:


- a) Civil/Interior work covering total area of 1,610/- sq.ft. as per the detailed drawing submitted to the bank.
- b) 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:

- a) No advance payment will be made.
- b) 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.
- c) After completion of balance of civil works 30% payment of total amount of contract will be released, also on verification.
- d) 30% payment will be made on handing over of the site to the bank, subject to proper submission and scrutiny of the bills.
- e) 02% of the total amount of Contract Amount will be submitted by Contractor as "Performance Security".

3. Completion of Period:


Construction

The completion period of the entire work will not exceed 45 DAYS, from the date of handing over SITE to the Contractor i.e. 14/1/18. In case of failure to complete the job within stipulated period i.e. 45 DAYS, 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

Construction

farhan.amir@sindhbankltd.com

From: <farhan.amir@sindhbankltd.com>
Date: Wednesday, November 14, 2018 4:43 PM
To: "SPPRA" <tenders@pprasindh.gov.pk>; <sheraz.riaz@sindhbankltd.com>
Cc: <ather.iqbal@sindhbankltd.com>; <hina.awan@sindhbankltd.com>; "Mohammad Saleem" <mohammad.saleem@sindhbankltd.com>; "Faraz ahmed" <faraz.ahmed2@sindhbankltd.com>; "Shahzad Begg" <shahzad.begg@sindhbankltd.com>
Attach: 11142018164230.pdf
Subject: Rule 50 Compliance - Renovation of Bhalwal Nagar Branch

Dear Concern,

Please refer the attached mention documents of caption subject tender needs to be hoisted on SNDB and SPPRA websites as per SPPRA Rule # 50

1. Contract Evaluation Report
2. Form of Contract Award / Agreement
3. Letter of Award
4. Scope of work / Requirement

Kindly confirm once it is get hoisted on your respective websites.

Regards,
Farhan A Siddiqui

11/14/2018