

SNDB/COK/ADMIN/TD/____/2013

Sindh Bank Limited

**Tender Document
Renovation of Mughalpura Branch**

This document contains ;33 pages

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DEFINITIONS

“**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SNDB.

“**Bid with Lowest Evaluated Cost**” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“**Bidder**” means a person or entity submitting a bid;

“**Bidding Documents**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“**Bidding Process**” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“**Blacklisting**” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“**Calendar Days**” means days including all holidays;

“**Conflict of Interest**” means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SNDB to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SNDB under the contract;
- (iv) where an official of the SNDB engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“**Consultant**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

“Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SNDB to establish prices at artificial, noncompetitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by a SNDB through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SNDB” means the Sindh Bank Limited;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Supplier” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SNDB’s requirements.

1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from candidates for renovation, interior work & construction and electrical work in its Mughalpura Branch. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued thereunder (“**SPPRA**”) which can be found at www.pprasindh.gov.pk. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (SPPRA) which can be found at www.pprasindh.gov.pk

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Scope of Work
- Eligibility Criteria
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
3rd Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
3rd Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

2.3 Corrupt Practice

1. SNDB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SNDB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (Not applicable, as contractors already being qualified) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46 (1-a & b)]

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SNDB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SNDB must be written in English. [SPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

2.4.7 Bid Security

The SNDB shall require the bidders to furnish the Earnest Money of 1% of the total bidding cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SNDB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SNDB as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.7.4]; or
 - Furnish performance security in accordance with ITB Section [2.7.5].

2.4.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SNDB; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (*Not applicable, as contractors already being qualified*) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46 (1-a & b)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by SNDB at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.5.3 Extension of Time Period for Submission of Bids

SNDB may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SNDB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SNDB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SNDB shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by SNDB after the deadline for submission of bids prescribed by SNDB pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)] .The

rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt

2.5.6 Withdrawal of Bids

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SNDB prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. SNDB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SNDB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SNDB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

SNDB has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SNDB during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SNDB shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SNDB. [SPPRA Rule 31(5)]

SNDB shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

A bidder not satisfied with decision of the SNDB complaints' redressal committee may lodge an appeal to the Chief Secretary through the Authority, who shall refer the matter to a review panel in accordance with ITB section [2.5.9]; [SPPRA Rule 31(8)]

A bidder may file an appeal to the Chief Secretary provided; [SPPRA Rule 31(9)]

1. that the bidder has exhausted his complaint to the complaint redressal committee [SPPRA Rule 31(9-a)]; and
2. That he has not withdrawn the bid security deposited by him during the procurement process. [SPPRA Rule 31(9-b)]

The bidder must submit the appeal to the Chief Secretary with the following documents: [SPPRA Rule 31(10)]

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]
2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10-b)] and

Upon receipt of an appeal and registration fee, the Chief Secretary shall select a Review Panel to examine the complaint. Simultaneously, the Authority shall inform the bidder and the Head of the concerned Department of the action taken by the Chief Secretary. [SPPRA Rule 31(11)]

On receipt of reference from the Chief Secretary, the Chairperson of the Review Panel shall convene a meeting of the review panel within five working days. [SPPRA Rule 31(12)]

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall loose the bid security deposited with the SNDB, the Review Panel may: [SPPRA Rule 31(13)]

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SNDB, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SNDB is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or

6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

It shall be mandatory for both, the complainant and the SNDB to appear before the Review Panel as and when called and produce documents, when so required. The Review Panel shall issue the notice of appearance to the Head of the Department for its service who shall ensure the attendance of the Head of SNDB along with relevant record. In case of failure of Head of SNDB to appear before review panel despite service, the Authority shall bring the matter to the notice of Chief Secretary. In case the complainant fails to appear twice, despite service the reference may be decided ex-parte. The Review Panel shall hear the parties and give its recommendations to the Authority within thirty days of receipt of reference. In case, more time is required, the Review Panel may seek extension from the Chief Secretary through the Authority enumerating the reasons for delay. The Authority shall submit these recommendations to the Chief Secretary who shall decide the appeal keeping in view the recommendations of the Review Panel; Provided that the Chief Secretary may refer the matter back to the Review Panel, if there is some ambiguity or vagueness in the recommendations and a clarification is to be sought. The Review Panel shall clarify the matter within seven calendar days, following which the Chief Secretary would decide the matter; [SPPRA Rule 31(14)]

The decision of the Chief Secretary shall be final and the SNDB shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website within three working days; Provided that no information shall be disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

2.5.9 Review Panel

The Authority shall maintain a list of Review Panelists for the purpose of reviewing a bidder's complaint. The Panelist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]
2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)] and
3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

2.5.10 Matters not subject to Appeal or Review

The following actions of the SNDB shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SNDB; [SPPRA Rule 33 (1)]
- Decision by the SNDB under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SNDB

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SNDB may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

SNDB will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SNDB may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SNDB.

If a bid is not substantially responsive, it will be rejected by SNDB and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Evaluation Criteria (Not applicable, as contractors already being qualified)

All bids shall be evaluated in accordance with the evaluation criteria. [SPPRA Rule 42 (1)] SNDB will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

2.6.5 Eligibility Criteria (Not applicable, as contractors already being qualified)

2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SNDB may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], SNDB will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 SNDB's Right to Accept Any Bid and to reject any or all Bids

SNDB annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, SNDB will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SNDB will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SNDB particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favour of such person.

The Contract shall be signed by the parties at Central Office SNDB, Karachi, within 10 Days of award of contract.

2.7.5 Performance Security

Within 15 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 2% of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SNDB and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [6.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [6.2] of this TD.

2.7.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SNDB. *[Specimen is attached in Annexure “D”]* [SPPRA Rule 89]

2.7.9 Non Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non Disclosure Agreement with SNDB. *[Specimen is attached in Annexure “E”]*

3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires renovation, interior work & construction, electrical work at Mughalpura Branch.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2013-2014)

Name of Bidder _____

S.No	Description	Unit	QUANTITY	RATE	AMOUNT
1	DISMANTLING: Dismantling / removing of existing Plaster, floor, partitions, false ceiling, masonry and removing all dismantled material from the branch premises with necessary precautionary measures, stacking useable at designated place, carting away surplus stuff from site including transportation etc, complete in all respect.	Job	1		
2	P.C.C FLOOR: P/L of 1:3:6 sub floor wherever required i.e. in kitchen, bathroom etc, complete in all respect.	Sqft	2,200		
2a	brick ballast	Sqft			
3	RCC CONCRETE: Provision of RCC Concrete, minimum 9" thick Ratio 1:2:4 for Vault room, Locker room and wherever required, including Shuttering, Curing etc, complete in all respect.	Cft	370		
4	STEEL: P/L 1/2" Tor steel bars @ 6" c/c both ways double reinforced including cutting, bending, placing with binding wire, etc complete in all respect.	Sqft	2,200		
5	MASONRY				
	Brick Masonry 4.5 inches thick with 1:4 cement sand mortar.	Sqft	400		
	Brick Masonry 9 inches thick with 1:4 cement sand mortar.	Sqft	700		
	a) 4" Block masonry with 1:4 cement sand mortar.	Sqft			
	b) 6" Block Masonry with 1:4 cement sand mortar.	Sqft			
6	FINISH PLASTER: 1/2" to 3/4" thick Rough and Finish plaster with 1:4 cement sand mortar complete in all respect including curing etc, complete in all respect.	Sqft	5,000		
	FINISHED FLOORING				
7	PORCELAIN TILE: Providing and laying full body Porcelain tile of approved sample and size i-e 2' x 2' for flooring with 1:4 cement sand mortar base of required thickness so as to achieve a minimum overall finished floor thickness of Avg 2" to 3" thick, setting the tiles with neat cement mortar with joint filling with pigment, grouting or as directed, complete in all respect. (shabir, master or equivalent)	Sqft	2,100		

8	CERAMIC TILE: Providing and laying Ceramic tiles of approved sample and size, with 1:4 cement sand mortar base of required thickness, setting the tiles with neat cement mortar, including PVC Spacers and grouting the joints with approved Tile Grout. (shabir, master or equivalent)	Sqft	310		
9	SKIRTING: Provide and lay 4" high skirting using Porcelain Tiles complete in all respect with 1:4 cement mortar. (shabir, master, granitto or equivalent).	Rft	450		
10	GRANITE: Providing and laying 20 mm thick polished Granite of approved quality 4" wide at threads on Steps and landing, straight or curved , Columns / Walls as per single piece on stair treads, riser including special works such as nosing, making anti-slip with groves etc, complete in all respect.	Sqft	600		
11	FALSE CEILING: Provide and install mineral fiber or Gypsum sheet in position ½" thick Gypsum sheet (imported) false ceiling, of approved sheet size , with G.I. frame work of approved section including all accessories etc, complete in all respect.	Sqft	2,200		
12	GLASS PARTITION: Provide and install in position 12mm thick partition walls, bulkhead for glass partitions etc including computerized edging, fitted with approved quality wood section or Aluminum section of approved quality and size (D-48A Pakistan Cables or approved or equivalent) , complete in all respect.	Sqft	700		
13	PANALING (Polished Wall/Column Cladding): Provide and install in position oak ply polish finish, consisting of partal wood frame solignum treated, 1/2" thick MDF board of approved quality and type, complete in all respect with hardware and polish.	Sqft	50		
14	ALUCO BOND CLADDING: (Aluco Panel/Howsol Panel) Supply and installation of 4mm Aluminum of bright silver color composite Cladding designing, cutting, panel making complete with substructure as per drawings Instructions of the Architect.	Sqft	400		
15	DOOR FRAME: Provide and fixing of wooden door frames of required thickness including Lintels where ever required, complete in all respect including polish.	No's	5		
16	SKIN DOORS D1-2'-6"x7'-0": (for Toilet/Kitchen) Provide and install doors consisting of Malaysian skin with approved quality of door locks, hardware and paint, complete in all respect.	No's	2		
17	PLY DOORS D2-3'-0"x7'-0": Providing and fixing 1 ½" solid flush doors with polished of approved ply on both sides, viewing panel, Imported Yale lock, 4" hinges & all other necessary hardware, complete in all respect.	No's	3		

18	GLASS DOOR: Provide and install Frame less Glass Door with top and bottom natural anodized aluminum framing, 3" x 1½" x 1.4mm section of approved sample (D-48A Pakistan Cables or approved or equivalent) including 12mm thick clear glass / with computerized edge polishing, complete with related hardware of approved quality.	Sqft	136		
19	FROSTED FILM: Providing and laying frosted decorative film on glass in any pattern / design as specified by the bank.	Sqft			
	PAINT WORKS				
20	MATT ENAMEL: Provide and apply with Roller Matt Enamel paint (ICI/Berger) minimum three coats of approved shade over a coat of primer to internal plastered surfaces prepared smooth with carborundum, filling the depression with wall putty etc, complete in all respect.	Sqft	6,000		
21	Providing and applying 3 coats of roller applied ICI Weather shield of Berger/Master or equivalent of approved color and shade, at any floor & at any height over one coat of primer and making smooth and even surface by applying ICI Paintex base filling as per specifications, complete in all respect.	Sqft	500		
22	TEXTURE PAINT: P/A of approved colour and quality of Texture Paint.	Sqft			
23	EXTERNAL DEVELOPMENT (Flooring outside Area): Providing & fixing 50 mm thick pavers of approved quality over 3" thick compacted sand cushion bed including Leveling Dressing & compacting, complete in all respect or Local cemented Tiles.	Sqft	240		
24	VAULT DOOR: Provision of installation of bank supplied Steel Doors including welding etc, complete.	No's	1		
25	ROLLING SHUTTER: Provide and install in position rolling shutter on external openings / glazing Painting for safety and security. MS sheet 75mm strips with heavy duty imported bearing, pulley, external lock and shutter cover, where required etc Complete in all respect.	Sqft	320		
26	EXIT DOOR: Providing and installation of Emergency door 3' x 7' consisting of 5" x 2" GI frame 14 gauge (chowkat), shutter made of 2" x 1/8" flat steel frame & 1/2" solid steel bar at 6" c/c welded with frame in center and thick with tough Formica from internal side of the bank, complete in all respect.	No's	1		
27	FIXED GRILL: P/f of approved quality / design of grill as directed by the bank, complete in all respect.	Sqft			

28	MARBLE TOP (Toilet & Kitchen): Provide and laying 1 inch Marble top of approved quality and color with approved adhesive, including rounded edges, wastage, floor pad & RCC Slab where ever required complete as per instruction of the bank.	job	1		
29	KITCHEN CABINETS: Provide and fixing of Kitchen Cabinet of approved wood over laminated Sheet including hardware, polish and locks where ever required, complete in all respect.	Sqft	25		
30	BLINDS: P/F Vertical/Horizontal blind of approved quality, complete in all respect.	Sqft	500		
31	DOOR CLOSER: Provide and fix imported door closer (Yale or equivalent) for flush doors.	No's	5		
32	ELEVATION TILES: Providing & fixing 8" x 8" Elevation Tiles of shabbir, master or equivalent complete in all respect with installation, grouting, scaffolding etc.	Sqft			
33	WORK STATION: Provide and fixing wooden Work Station of approved design and material with top and base unit.	Rft	5		
34	MIRROR: Provide and fixing minimum size 3 'x 3' Mirror (Wash Area/Toilet) with wooden frame, complete in all respect.	Job	2		
35	RCC STEP: Provision of construction of RCC STEPS of required size as per requirement minimum size 6ft, including Concrete , Curing, Shuttering and Steel wherever required, complete in all respect.	No's	22		
36	ROOF TREATMENT: Provision of Roof Screeding for maintaining slope using 6mm crush chips of ratio 1:2:4 at roof including curing and fixing of Drain Pipe wherever required, complete in all respect.	Sqft			
37	WATER PROOFING: Provision of Roof treatment to be provided as per specifications and site condition in order to stop seepage of water wherever required.	Sqft			
42	PLUMBING/SANITARY FIXTURES WORK (Kitchen / Bathroom) including internal water supply/sewerage work along with Class A large size Sanitary fittings and accessories.(master,Porta or equivalent).	Job	3		
43	SEWERAGE WORK: P/L main sewer line for internal bath/Kitchen to Drain off including UPVC pipe, road cutting where ever required and accessories etc. separate for bath & kitchen	No's	1		
44	WATER MOTOR: P/F 1HP Motor for over O-H tank, complete including foundation pad.	Job	1		
45	O.H.W.T: P/F O-H Fibre Tank of 300 Gallon with fittings, including water supply lines from O-H tank to washrooms & kitchen (wherever required)	Job	1		
46	Notice Board complete in all respect	No's			
47	Wooden Partition: Linear measurement with wooden frame and supports.	Sqft			
47 A	COUNTER SIDE WALL BOTH SIDE POLISHED	Sqft	130		

48	Wooden pelmet for glass & Blinds	Rft			
49	WOODEN BEAM: Wooden beam 9" thick with sheets at both sides, complete in all respect	Sqft	150		
50	Fabric or linear wall paneling: Ajrak fabric including Wooden Gola.	Sqft	350		
51	Provide & Fixing Bank logo Sticker	Sqft	400		
53	Lightening and power DB: Providing, Installation, testing and commissioning of Lighting & Power Distribution Board (L+P. DB) of 1.5mm thick sheet steel fabricated wall mounted / surface type as per site condition suitable for 3 phase, 4 wire, 50Hz as per requirement of the branch load as approved by the bank).	No's		1	
53(a)	Air Conditioning DB: Providing, installation, testing and commissioning of AC and power DB (P. DB) portion of above D.B of 1.5mm thick sheet steel fabricated wall mounted/surface type as per site condition suitable for 3phase, 4 wire, 50Hz, A/C system (as per requirement of the branch load as approved by the bank).	No's		1	
54	UPS DB: Providing, Installation, testing and commissioning of Distribution Board for UPS Power (UPS DB) 1.5mm thick sheet steel fabricated wall mounted surface type as per site condition suitable for required load and single phase (as per requirement of the branch load as approved by the bank).	No's		1	
55	Providing & installation of 32 Amp 3 pin Industrial socket for ups.	No's		2	
56	POWER CABLE: Run in PVC pipe class 'D' 25mm Cable.	Mtr	150		
56A	16 MM CABLE FOR FLOOR TO FLOOR	Mtr	100		
57	ELECTRICAL WIRING complete in all respect.				
57(a)	* Supply & installation of wiring of light points with 3 x 1.5 sq-mm single core cable in 3/4" conduit, complete in all respect as per requirement / Drawing or as instructed.				
57(b)	* Same as above, but point to point , as per requirement.				
57(c)	* same as above, but fan points of every kind, complete in all respect as per requirement / Drawing or as instructed.	Sqft		2,200	
57(d)	* Providing / wiring of circuits for light points from D.B to respective switch boxes with 3 x 2.5mm ² insulated cable in 3/4" dia pvc conduit in slab/wall/columns, complete in all respect.				
57(e)	* P/Wiring of power sockets outlet wired with 3 x 2.5mm ² insulated cable in 1" dia PVC conduit in slab/wall/floor as per requirement/Drawing or as directed.				

57(f)	* Same as above, but outlet to outlet, as per requirement.				
57(g)	* P/L, Testing of CAT-6 Cable in 1" dia for computer networking from Main Hub to every sitting officer/required places, as required.				
57(h)	* P/F 24 ports patch panel with 9U rack of Computer Data networking with all fixing & mounting accessories.				
57(i)	* P/F Computer junction box of 12" x 12" x 3", 16 SWG steel box.				
57(j)	* Providing & Installation of twisted 10 pair 0.6mm telephone shield cable in specified PVC conduit including all accessories, terminations etc, complete in all respect.				
57(k)	* P/I telephone outlet points as per requirement with 4 pair 0.6mm CAT 5-E telephone Cable in PVC conduit including communication box.				
57(l)	* P/L CAT-5, 5 pair telephone cable in 1" dia cable for Panic Alarm System				
57(m)	* UPS power for every sitting officer.				
57(n)	* UPS wiring color must be Yellow & Blue, And Green for Earth.				
57(o)	* Power wiring must be Black neutral, Red for phase and Green for earth at every point.				
57(p)	* Laying of conduit with pull wire for closed circuit system as directed by client.				
57(q)	* Every sitting Officer should have following 6 to 7 points either in steel floor box or wall or in furniture as per requirement.				
	a) Two Multi Plug, b) Two flat pin 13 AMP, c) One face plate RJ-11, d) One face plate (clipsal or 3M) for Data, as per approved design and quality.				
57(r)	* Network Wiring number should be mentioned on both ends (Data Point and patch panel), cable not twisted and not be loosed.				
57(s)	* Communication Rack 9U(with 2 Trays) with 1 In & 1 Out fan and Multi plug 5 socket power Distribution Unit.				
57(t)	* Fluke network test report must be submitted.				
57(u)	* 3M, clipsal quality or equivalent network patch cord (CAT-6) with RJ-45 connectors, connected at both ends of the cable of 3 meter and 1 meter each (Quality 12 + 12).				
57(v)	* All provision of above utilities to the proposed location of ATM.				
57(w)	* Switches of one to five Gang as per requirement.				
57(x)	* Power supply for Panaflex Signage				
57(y)	* Power supply for 1 H.P Motor.(if any)				

	Note: (1). This electrical wiring provision includes all such necessary wiring required for the Bank to run smoothly.				
	(2). All switches & sockets as of Clipsal, Schneider 3M or Equivalent.				
	(3). All cables/wires should be of Pakistan Cables, AEG, Pioneer, Schneider or equivalent.				
	(4). Manager and Operation Manager needs 1 x additional Telephone point for Fax Machine.				
	(5). Branded Circuits breakers (Hager, Terasaki or Schneider equivalent) should be used make Japan, Germany, France or equivalent.				
	(6). All breakers in D.B must be connected through Screwed Bus Bars.				
	(7). Good Quality connectors must be used for proper connection of cables				
	(8). Breakers sizes must be as per the connected load.				
	(9). Earthing must be distributed properly.				
	(10). Earth pit must be visible and can be tested.				
	(11). Load must be equally distributed to all phases.				
	(12). Gauge of the wire must be as per the connected load.				
	(13). Grounding must be provided at all electrical fitting and fixtures.				
58	T.P: Providing and installation of T.P for Direct Electric Power Supply for safety of Main Distribution Board as equivalent to the required load of the branch including BUS BAR Box to act as a separator between D.B and T.P complete in all respect.	No's	1		
59	AC WIRING: Providing/Installation and wiring of each split unit from D.B to respective out door unite/switch or vice versa, wired with 2x6mm+1 x 2.5mm PVC Cable in 1" dia PVC Conduit with control wiring , complete in all respect.	Job	6		
60	EARTHING: S/I Earth Pit with 10-ft long earth rod 3/4"dia, test point, 12"x12" main hole cover with following earthing conductor: 2x1c-16mm(PVC GREEN) and 1x1c-10mm (9PVC GREEN) including test point etc COMPLETE IN ALL RESPECT.	No's	2		
61	ISOLATOR: P/F Isolator to achieve 0.5 ohm to 1.0 Ohm earthing, in case of failure of above earthing.	No's	1		
62	TUBE LIGHTS: Providing & fixing of approved Philips or equivalent tube light fitting for store, kitchen cabinet, computer room cabinet etc.	No's			
63	FANS: Providing & fixing approved exhaust fan and bracket Fan of GFC or PAK FAN including iron grill and fly proof net with frame where ever required.	No's	10		

64	DOWN LIGHTS: Providing and fixing of approved Down lighter with 18Watts Philips or equivalent Energy Saver Bulb, complete in all respect.	No's	250		
65	Wiring for Security system at all floor boxes.	Rft			
	AC Works				
66	COPPER PIPE: Providing & Fixing Copper pipe	Rft	800		
67	DRAIN PIPE: Providing and fixing UPVC/PPRC pipe of required dia from AC Indoor unit to water outlet, complete in all respect.	Job	6		
68	Providing and laying full body S.S Railing of No. 304 including bending welding polishing fixing complete in all respect.	Rft	80		
69	Iron Racks:- Providing and fixing steel racks for store sized 3'x6'x15" in M.S of 18 gauge, complete in all respect.	No's	8		
70	structure glazing with 12 mm spider fitting glass sft complete in all respect at site				
71	cutting of slab as per required job		1		
72	Rcc or iron stair case from one floor to another job				
	Rcc or iron stair case from one floor to another job				
72	rcc lintel for dor	No's	-		
73	Rcc beam for main front 21' LENGTH	No's	1		
74	Rcc beam for FRONT AND SIDE	No's	4		
75	anti sket sheet for ramp	job	-		
GRAND TOTAL					

**This amount will be taken as the financial bid offered by the contractor.*

Note

1. A penalty of Rs. 1000/- per day will be charged in case of failure to complete the job within the stipulated time period as given by Sindh Bank Limited.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labour and any other charges.
3. No advance payment will be made, bills will only be processed for necessary payment on receipt of certificate of satisfaction from the Branch Manager/Project Manager.
4. **Calculation of bid security.** 1% of the *Total Amount will be submitted with the tender document as bid security.
5. In case it is revealed at any stage after the completion of work that the asked specification of the tender have not been met, the amount of that specific item will be fined to the contractor with appropriate action as deemed necessary by the procurement committee.
6. In case of any observation arising in respect of quality of the item, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.

Signature & Stamp of Bidder _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means SNDB Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 address specified in the SC.

- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SNDB or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

5.1.10 Termination

5.1.10.1 Termination by SNDB

The SNDB may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 5.1.10.1. In such an occurrence the SNDB shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SNDB may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SNDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SNDB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the SNDB, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 5.1.10.2

- a. If the SNDB fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. 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 sixty (60) days.

5.1.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.10.1 or GC 5.1.10.2, the SNDB shall make the following payments to the Supplier:

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract 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 this Contract or its interpretation.

5.1.12.2 Arbitration

If the SNDB and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (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.

5.1.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of SNDB. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SNDB upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.1.14 Obligations of the Supplier

The Supplier 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 Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SNDB, and shall at all times support and safeguard the SNDB legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier shall hold the SNDB's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.1.14.2 Confidentiality

Except with the prior written consent of the SNDB, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Performance Security

The amount of performance security shall be two (02%) percent of the Contract Price

5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between SNDB and the Supplier.

- a. All advance payment will be made against valid bank guarantee(s).
- b. SNDB will effect payment within 15 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

BID FORM

Dated: _____, 2013

To,

Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
3rd Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide goods/work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by SNDB.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, State none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2013.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for _____.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto SNDB (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2013.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SNDB during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the Bank]

Annexure “C”

PERFORMANCE SECURITY FORM

To,

Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
3rd Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 2013 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____2013.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

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

_____ [the Supplier] 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, [the Supplier] 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.

[The Supplier] 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. [The Supplier] 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, [the Supplier] 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 [the Supplier] 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

Signature: _____

Name: _____

NIC No: _____

Annexure “E” Form of Contract

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Bank Limited, and [Supplier Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfil each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2013.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure “F”

Schedule of Opening & Submission of Bid

For details refer to notification hoisted on Sindh Bank (www.sindhbankltd.com) and SPPRA (www.pprasindh.gov.pk) websites on the subject matter.