

**SNDB/COK/ADMIN/TD/507/2014**

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# **Sindh Bank Limited**

**Tender Document**  
*Supply & Installation of CCTV System*

## Table of Contents

DEFINITIONS	i
1 INVITATION FOR BIDS (IFB)	1
2 INSTRUCTION TO BIDDERS (ITB)	2
2.1 Correspondence Address	2
2.2 Eligible Bidders	2
2.3 Corrupt Practice	2
2.4 Preparation of Bids	2
2.4.1 Bidding Process	2
2.4.2 Cost of Bidding	3
2.4.3 Language of Bid	3
2.4.4 Technical Proposal	3
2.4.5 Financial Proposal	3
2.4.6 Bid Currencies	3
2.4.7 Bid Security	3
2.4.8 Bid Validity	4
2.5 Submission of Bids	4
2.5.1 Sealing and Marking of Bids	4
2.5.2 Response Time	4
2.5.3 Extension of Time Period for Submission of Bids	4
2.5.4 Clarification of Bidding Documents	5
2.5.5 Late Bids	5
2.5.6 Withdrawal of Bids	5
2.5.7 Cancellation of Bidding Process	5
2.5.8 Mechanism for Redressal of Grievances	5
2.5.9 Review Panel	8
2.5.10 Matters not subject to Appeal or Review	8
2.6 Opening and Evaluation of Bids	8
2.6.1 Opening of Bids by SNDB	8
2.6.2 Clarification of Bids	8
2.6.3 Preliminary Examination	9
2.6.4 Supplier Eligibility Criteria	9
2.6.5 Eligibility Criteria	10
2.6.6 Discussions Prior to Evaluation	11
2.7 Award of Contract	11
2.7.1 Award Criteria	11
2.7.2 SNDB's Right to Accept Any Bid and to reject any or all Bids	11
2.7.3 Notification of Award	11
2.7.4 Signing of Contract	11
2.7.5 Performance Security	11

2.7.6	General Conditions of Contract	12
2.7.7	Special Conditions of Contract	12
2.7.8	Integrity Pact	12
2.7.9	Non Disclosure Agreement	12
<b>3</b>	<b>SCOPE OF WORK/TECHNICAL SPECIFICATION</b>	<b>13</b>
<b>4</b>	<b>FINANCIAL PROPOSAL</b>	<b>17</b>
<b>5</b>	<b>CONTRACT</b>	<b>19</b>
5.1	Conditions Of Contract	19
5.1.1	Definitions	19
5.1.2	Law Governing Contract	19
5.1.3	Notice	20
5.1.4	Authorized Representative	20
5.1.5	Taxes and Duties	20
5.1.6	Effectiveness of Contract	20
5.1.7	Expiration of Contract	20
5.1.8	Modifications or Variations	20
5.1.9	Force Majeure	20
5.1.10	Termination	21
5.1.11	Good Faith	22
5.1.12	Settlement of Disputes	22
5.1.13	Data Ownership	22
5.1.14	Obligations of the Supplier	22
5.2	Special Conditions of Contract	23
5.2.1	Performance Security	23
5.2.2	Payment	23
5.2.3	Price	23
<b>6</b>	<b>BID FORM</b>	<b>(Annexure “A”) 24</b>
<b>7</b>	<b>BID SECURITY FORM</b>	<b>(Annexure “B”) 26</b>
<b>8</b>	<b>PERFORMANCE SECURITY FORM</b>	<b>(Annexure “C”) 27</b>
<b>9</b>	<b>INTEGRITY PACT</b>	<b>(Annexure “D”) 28</b>
<b>10</b>	<b>SCHEDULE OF OPENING &amp; SUBMISSION OF BID</b>	<b>(Annexure “E”) 29</b>
<b>11</b>	<b>FORM OF CONTRACT-Non Disclosure Agreement</b>	<b>(Annexure “F”) 30</b>
<b>12</b>	<b>LIST OF BRANCHES</b>	<b>(Annexure “G”) 33</b>
<b>13</b>	<b>AGREEMENT</b>	<b>(Annexure “H”) 34</b>

## **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.

**“Bidding Documents”** means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner / the documents notified by the Authority for preparation of 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 by SNDB.

**“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, non-competitive 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;

**“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 / a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost.

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

**“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;

**“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 reputed vendors to install on as per need basis, the CCTV monitoring and recording system on real time basis for its 20 upcoming branches in countrywide region. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications 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, which can be found at [www.pprasindh.gov.pk/](http://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.

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Lt. Col. (R) Shahzad Begg  
Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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:

Lt. Col. (R) Shahzad Begg  
Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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** (duly filled in all respect) and **FINANCIAL PORPOSAL..** [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 Technical Proposal**

Bidders are required to submit the Technical Proposal alongwith the specifications asked in the section- scope of work with brief description of the bidder's organization outlining their recent experience, professional staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan and organization, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive.

#### **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 inclusive taxes associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB.

#### **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 @ 5% of 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** (duly filled in all respect) 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 its Technical Proposal and Financial Proposal 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)] / Any bidder being aggrieved by any act or decision of the SNDB after the issuance of notice inviting tender may lodge a written complaint.

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 not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]. Provided that in case of failure of the complaint Redressal Committee to decide the complaint; SNDB shall not award the contract.

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 lose 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)]

## **IMPORTANT**

**In addition to above it may be added that no complaint will be entertained unless it is:-**

- a) Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.**
- b) Incriminating evidence of the complaints.**

### **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; provided, SNDB may at its discretion, ask a Bidder for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of

the bid. Any request for clarification in the bid made by the SNDB, shall invariably be in writing. The response to such request shall also be in writing. [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**

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

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
			Yes	No
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. <b>(attached as Annexure “A”)</b>	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return <b>(attached as Annexure “B”)</b>	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates <b>(attached as Annexure “C”)</b>	Yes	No
4	Minimum 3 offices in major cities. Office in Karachi is mandatory	Complete address along with PTCL landline numbers <b>(attached as Annexure “D”)</b>	Yes	No
5	The offered product must have been supplied / installed by the manufacturer in 03 countries including Pakistan	Certificates from Manufacturer <b>(attached as Annexure “E”)</b>	Yes	No
6	Declared Qualified in Demonstration Phase	Refer para 3 d of Section- Scope of Work	Yes	No
<b>Overall Result</b>			<b>Qualified / Disqualified</b>	

**Note**

1. \*Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, the company will be straight away disqualified.
2. Attach Affidavit on stamp paper from the owner of the company, stating that the “firm has never been blacklisted by any organization in the past”.

**DISQUALIFICATION:**

1. The bidder will be considered disqualified during evaluation process if:-
  - a. On black list of SPPRA and Sindh Bank Ltd.
  - b. Issued with 2 warning letters by the Sindh Bank in the past to the bidder for unsatisfactory performance.



### **2.6.6 Discussions Prior to Evaluation**

If required, prior to technical evaluation the bidder may seek any clarification in writing on the eligibility criteria.

## **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 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 10 % 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 [5.1] of this TD.

### **2.7.7 Special Conditions of Contract**

For detailed Special Condition of Contract refer to Section [5.2] 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 “F”]*

### **3 SCOPE OF WORK / TECHNICAL SPECIFICATION**

Sindh Bank Limited (SNDB) intends to install on as per need basis, the CCTV monitoring and recording system on real time basis for its 20 upcoming branches in countrywide region (List of branches attached as Annexure “G”).

It is mandatory for bidder to comply each clause of the agreement without any condition enclosed as Annexure “H”.

#### **TECHNICAL REQUIREMENT**

- a. Provide suitable IP Cameras for about 20 upcoming branches as follows:
  1. One outdoor IP camera for each branch to be installed outside the branch premises. The camera must be IP66 Compliant i.e. Ingress Protection rated as Dust Tight and protected against water projected in powerful jets (12.5 mm nozzle) against the enclosure from any direction shall have no harmful effects.
  2. Seven indoor IP cameras for each branch to be installed inside the branch premises.
  3. All cameras shall be IP Cameras and must support simultaneous streams of H.264 and MJPEG video to provide both high-quality and bandwidth-efficient compression formats.
  4. Simultaneous recording & monitoring would be required as follows:
    - i. At branch level one dedicated NVR System connected through local LAN. All eight IP cameras will be configured, monitored and recorded on the same machine (NVR) with 1280x720 resolutions and 30 frames per second. The NVR Hardware and suitable recording and monitoring software must be provided by bidder as per details given in Para B below.
    - ii. At branch level on shared computer/laptop under windows 7 or windows 8 connected through local LAN. All eight IP cameras shall be configured, monitored and recorded on the same machine with 1280x720 resolutions and 30 frames per second via local LAN. The Hardware/laptop will be provided by the Bank however suitable recording and monitoring software must be provided by the bidder.
    - iii. At Head Office on a dedicated computer/laptop running Microsoft Windows 7 or Windows 8 connected through WAN (on low bandwidth) 8 with suitable recording and monitoring software which support up to 64 cameras coming from multiple branches recording and monitoring at the same time with minimum CIF resolution (352x288) and 5 frames per second. The Hardware/laptop will be provided by the Bank however the suitable recording and monitoring software must be provided by the bidder.

**Note:** All IP cameras will be directly configured in SNDB Head Office using secondary/second stream with lower resolution as mentioned in point A 4(iii). Adding branch NVR software in SNDB Head Office computer/laptop as secondary live feed will not be acceptable.

5. IP cameras must include 32GB Micro SD storage card for real time video capturing to act as backup during Network outage/failure.
  6. IP cameras must provide clear and crisp pictures and must not be less than 1.3 Megapixel.
  7. IP cameras must support motion trigger recording.
  8. IP cameras shall have built-in IR reflector to view in zero light capability.
  9. IP cameras shall have Day/Night capability with Auto (ICR) feature.
  10. IP cameras shall support the at least 720P resolution i.e. (1280x720)
  11. IP cameras shall have Ethernet standard RJ-45 jack.
  12. IP cameras shall support following protocols.
    - i. HTTP, HTTPS, TCP/IP, UDP, ICMP, SNMP, SMTP, DHCP, DNS, FTP,
- b. A dedicated NVR System including hardware and software with following capabilities
1. NVR Hardware must be as follows:
    - i. In case a Desktop PC is proposed for NVR the configuration of the PC must be at least Intel Core i3 or equivalent with 2Gigabit of RAM and 4 Terabyte Hard Drive with provision to expand upto 8 TB by adding additional hard disk. Operating system of the machine along with monitoring and recording software must be genuine with license.
    - ii. In case a purpose built Dedicated NVR is proposed, appropriate monitoring and recording software having minimum following features must be provided and it should not impact any recording/monitoring being done as required in Para A-4-i and Para A-4-ii above i.e. the other streams should be independent of the main stream. The system should have provision of VGA port to connect LCD/monitor.
  2. Monitoring and recording feature for up to 16 IP cameras
  3. Up to 16 split-screen display for monitoring
  4. Motion Trigger recording feature configurable
  5. System shall have live view, record, playback and export features
  6. System should ensure that once recorded, the video cannot be altered, ensuring the integrity of the data for evidential purpose.
  7. 4 Terabyte Hard Drive to store motion triggered recording for as a minimum of 45 days. The system must be expandable to 8 Terabyte by adding additional 4 Terabyte

8. The recording resolution and frame rate for each camera shall be user programmable.
9. The system shall have the provision to automatically over-write/wrap the new information after the period of 30 days and option must be available in NVR
10. Software should have capability of recording through simultaneous channels of IP camera for dual / multiple streams IP cameras.
11. All indoor equipment shall be equipment shall be suitable for operation from 0 degree C to 40° and relative humidity up to 90% non-condensing.
12. All outdoor equipment shall be suitable for operation from -10 degree C to 50° and relative humidity up to 90% non-condensing.

c. Installation and Configuration

1. Installation of IP Cameras

Installation and the physical placement / mounting of IP cameras, its integration with LAN & WAN system of SNDB will be responsibility of the bidder. The bandwidth for WAN will be provided by SNDB either via internet or its own private network.

2. Installation of cabling

Any physical cabling of Network Cat 6, connectors, channelling & electrical cabling in all SNDB branches will be done by the successful bidder.

3. Installation of NVR System

Placement of NVR, its installation & integration accordingly will be done by the bidder. All necessary equipment, 16 Ports layer 2 switch, etc. will be provided by the successful bidder.

4. Installation of Dummy DVR (Digital Video Recorder)

The dummy DVR must be shown in functional (apparently connected with cables) give a look of a functional recording device and should be properly placed in branch.

d. Demonstration for Technical Evaluation/Qualification

- i. All participant companies shall provide sample of one indoor IP camera, one outdoor IP camera & copy of recording and monitoring software on computers. Further in case, a purpose built hardware NVR is purposed, one sample of the same shall be provided for technical evaluation along with all its necessary requirements.

- ii. The bidder shall configure all the equipment at SNDB Head Office to demonstrate the dual streaming monitoring and recording functionality of the IP cameras and NVR System.
- iii. The equipment will remain with the bank till completion of demonstration of all participated bidders.
- iv. Upon award of contract, the equipment of winning bidder will be kept with the bank for verification with actual supplied equipment in all SNDB branches.
- v. The equipment of other companies will be returned after completion of demonstration phase of all bidders.
- vi. The bidder supplying the equipment that does not meet/fulfil the tender specification or the bidder who fail to produce the equipment for technical evaluation will be disqualified from the tender process.
- vii. It is mandatory for bidder or his authorized rep. to present himself during the demo phase, in case of non presence on the given date and time will make the bidder disqualified in the subject phase.

**Note:**

- All the equipment proposed by the bidders should be NEW and not used or refurbished.
- The comprehensive warranty of the equipment must not be less than 1 year.
- SNDB may ask the bidder to furnish additional information/details if required at any point of time.
- The resolution time of complain referred in agreement must be complied under clause of service conditions for all 20 branches.

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2014-2015)

Name of Bidder \_\_\_\_\_

S. No.	Description  (a)	Approximate Quantity Required Per Branch (b)	Rate Per Unit/Item (c)	Approximate Total Items Required in 20 branches (d)	Total Amount ( cxd )
1	IP Camera (1.3 Mega Pixel or above)- Indoor	07		140	
2	IP Camera (1.3 Mega Pixel or above) – Outdoor, IP66 (housing) compliant	01		20	
3	32GB SD Card for IP cameras	08		160	
4	NVR Hardware with Recording & Monitoring Software and appropriate monitoring and recording software for windows platforms as explained in technical specification	01		20	
5	LCD 18.5 (Samsung or equivalent) inches for monitoring purpose with mouse & key board	01		20	
6	16 Port Ethernet Layer-2 Switch	01		20	
7	Dummy DVR (Must appear to be functional) showing display etc.	01		20	
8	Conduit Power & Ethernet Cabling with connectors along with Installation and Commissioning of complete system	RFT		20000 (cabling will be measured on actual basis)	
9	Charges on account of agreement (SLA) (Refer agreement attached as Annexure H for 20 branches)		Job		
<b>*Total Amount</b>					

*\*This amount will be taken as lowest submitted price offered by the vendor.  
(For explanation of lowest submitted price refer section of definitions- page ii)*

**Note**

1. The charges on account of SLA will be paid on quarterly basis.
2. The cost must includes all taxes, labor, installation, stamp duty (as applicable under Stamp Act 1989) including delivery charges up to Sindh Bank Limited branches on countrywide basis.

3. Onsite comprehensive Warranty period of 1 year is mandatory which includes all parts of the equipment without any additional cost, starting from the date of installation of cctv system.
4. No advance payment for supply of equipment will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
5. **Calculation of Bid Security.** The mechanism for calculation of bid security will be as follows:  
5% of the \*Total amount (quoted at page 17) is required to be submitted as bid security in shape of pay order/bank guarantee in the name of Sindh Bank Ltd.
6. All the software should be genuine and license.
7. Recording and monitoring software for Head office must support at least 64 cameras.
8. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific system will be fined to the vendor with appropriate action as deemed necessary by the procurement committee.
9. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
10. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the system within the warranty period, 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.
11. All conditions in the contract agreement attached as Annexure “H” are part of this tender document.
12. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.

*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 5.1.7 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 incorrupt 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) 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 ten (10 %) 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 (if any) will be made against valid bank guarantee(s).
- b. SNDB will effect payment within 30 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”**

### **6. BID FORM**

Dated: \_\_\_\_\_, 2014

To,

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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/Pay order 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)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## **Annexure “B”**

### **7. BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply and installation of CCTV and DVR's.

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 Sindh Bank (hereinafter called “the Purchaser”) in the sum of Rupees \_\_\_\_\_ 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 \_\_\_\_ 2014.

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 Sindh Bank 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”**

### **8. PERFORMANCE SECURITY FORM**

To,

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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 \_\_\_\_\_ 2014 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 \_\_\_\_\_ 2014.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

## **Annexure “D”**

### **9. INTEGRITY PACT**

#### **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”**

### **10. SCHEDULE OF OPENING AND SUBMISSION OF BID**

For details refer to Newspaper Advertisement published on the subject matter.

## **Annexure “F”**

### **11. FORM OF CONTRACT (Non-Disclosure Agreement)**

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 \_\_\_\_\_ 2014.
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 “G”

### 12. TENTATIVE LIST OF UPCOMING BRANCHES

S.No	Branch Name
<b>KARACHI REGION</b>	
1	Bahadurabad Branch
2	Shirin Jinnah Colony
3	Cattle (Bhens) Colony
4	Chaudhary Khaliquzzaman+ Road, Clifton
<b>INTERIOR SINDH</b>	
1	Hyderabad Gari Khata
2	Hyderabad Journalist Society
3	Khipro, District Sanghar
4	Johi, District Dadu
5	Mehrabpur, District Naushahroferoz
<b>NORTH REGION</b>	
1	The Mall, Lahore
2	Ferozpur Road Lahore
3	Gari Shahu, Allama Iqbal Road, Lahore
4	Khanewal
5	Kasur
6	Mouza Gojar, Tehsil Malakwal, District Mandi Bahauddin
7	F-7, Islamabad
8	Kohat
9	Ali Wala, Tehsil & Distt.Muzaffar Garh
10	Village Meran, Tehsil Prova, Distt, D.I.Khan
11	Ring Road Peshawar

## **Annexure “H”**

### **13. AGREEMENT**

*THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014*

**BETWEEN**

*M/S. \_\_\_\_\_, a company / firm incorporated under the laws of Pakistan and having its principal place of business at \_\_\_\_\_, Pakistan, (hereinafter referred to as “Supplier”, 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 3<sup>rd</sup> Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (hereinafter referred to as “SINDH BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.*

**WHEREAS:**

*Following the bidding process carried out by Sindh Bank Limited in connection with its tender dated \_\_\_\_\_ for Supply & Installation of CCTV System, the supplier has been declared successful for awarding the contract by Sindh Bank Limited, for the said system.*

*“SINDH BANK” intends to acquire the services of “Supplier” for supply & installation of CCTV system (system) at branches and supplier agrees to provide the following services to the bank, as per terms and conditions given below along with Price Schedule mentioned in Financial Proposal attached, as Annexure “A”.*

**Terms & Conditions:**

- 1. A notice of 10 days will be given prior to the opening of the branch and the and it will be expected that the requisite will be provided within the said period.*
- 2. Penalty of 5% cost of uninstalled equipment will be fined in case of failure to supply / fixed the requisite within 10 days after issuance of supply order. In addition to that Rs 500/- per day will be fined after 10 days and Rs 1000/- per day will be fined after 20 days from the issuance of supply order against a specific branch.*
- 3. The tender will stand cancelled after due qualification if any required document is not provided within 7 days of opening of the tender.*



4. *Supplier will also be bound that in case of any observation arising in respect of quality of the equipment within the warranty period, the Supplier will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the Supplier for non-commitment or cancellation of tender as will be decided by the Procurement Committee.*
5. *The cost must include all taxes, installation, labour including delivery charges upto Sindh Bank Limited branches on countrywide basis.*
6. *Comprehensive Warranty period of 1 year is mandatory which includes all parts of the equipment without any additional cost, starting from the date of installation of cctv system.*
7. *No advance payment for supply of equipment will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.*
8. *All terms & conditions given under scope of work / technical specification in the tender document and correspondence thereof, will also remain effective/part of this document under this agreement.*
9. *The system for which this contract is being signed includes following Itemized enumeration:*
  - i. *CCTV Installation.*
  - ii. *Trouble Shooting.*
  - iii. *Support in Remote Access/Playback.*
  - iv. *Camera/System Replacement (under warranty)*
  - v. *CCTV Training.*
  - vi. *Camera re-location*
  - vii. *System interchange ( if required )*
10. *Service and maintenance include timely mandatory maintenance on need/complaint basis, of the equipments for the life elongation and quality assurance.*
11. *Other than the addressing of the compliant, the visiting technician will also ensure the following maintenance aspects:-*
  - *Cameras should be properly maintained and serviced to ensure that clear images are recorded.*
  - *CCTV component problem or performance issue is identified and resolved before it occurs.*
  - *Supplier will clean equipment housings; check BNC/RJ45 connections and replace them where it necessary and verify the video routing and sequencing.*
  - *Supplier designated technicians will inspect each camera installed at branch to ensure correct operation.*

- *Supplier will ensure that 30 days data backup is available in each branch NVR System.*
- *Supplier will ensure that lenses of cameras are unobstructed, camera mounts are tight, and that each camera produces a clear and focused image.*
- *Supplier will replace loose or faulty connections check camera power supplies for proper voltage; check that camera housings are working.*
- *Upgrade and modification (Hardware and/or Software) service will be furnished, depends on the nature of demand (if required).*
- *Carry out a visual inspection of all major components (including cabling and connection where accessible) for signs of deterioration or damage.*
- *Check physical condition of cameras and housings for signs of deterioration due to rain, dust and dirt.*
- *Cleaning of camera lenses / housings as necessary.*
- *Check operation of monitor controls and adjust for best picture*
- *Check operation of switches/Ethernet ports,*
- *Check time/date settings on controls and adjust where necessary*
- *Check operation controls and make a short test recording of video recorders*
- *Check time/date and time lapse settings on Digital Recorders and adjust if necessary*
- *Check the CCTV system is fully operational*
- *Carry out minor adjustments*

### **Service Conditions**

- *The service calls logged **before 3 PM (7 days a week)**, will be responded to within **12 Hour (Next Day)** calls after scheduled time will be responsible to next working day.*
- *Days of week for responding to the Service case will be **Before 3 PM (7 days a week)***
- *A penalty of Rs 500 per complaint per day will be fined if the response time exceed the above time period.*

**Request for Service/Complaint**

- *In the event of a service call from an authorized customer representative this will be logged and a Technical support Incharge will collect the information to provide a response.*
- *To facilitate an efficient response, service call will be recorded & reference number and specific details regarding the call will be issued. The matter will be investigated by a technical Support Engineer and then reported.*
- *The bank should contact the Helpdesk to report problems with services, hardware. Helpdesk support may be obtained in any of the four ways listed below;*
  - i. *Phone (+92 (21) -----) Phone service is available during normal business hours.*
  - ii. *Email (-----) E-mail request are processed during normal business hours.*
  - iii. *Service calls can also be sent through Fax #===== (during normal business hours)*
  - iv. *Walk in (----- Karachi) Walk-in service is available during normal business hours.)*

**Escalation**

*If the service call is not resolved within the response time, other than fixing of fine, the following escalation matrix can be used;*

<b>ESCALATION MATRIX (Region Wise)</b>		
<b>Level-1</b>	<b>Name/Designation</b>	-----
First complain if the call is not resolved <b>"within standard response time"</b>	<b>Phone</b>	-----
	<b>Email</b>	-----
<b>Level-2</b>	<b>Name/Designation</b>	-----
Second complain, if the call is attended within <b>"Standard Response Time"</b> and/or the problem still unresolved even after complaining at Level-2	<b>Phone</b>	-----
	<b>Cell</b>	-----
	<b>Email</b>	-----

*All work carried out on site, along with arrival and departure times, are recorded on the Certificate of Inspection sheet. The service engineer will also note down any deficiencies in the system and recommend work required to maintain full, trouble free operation.*

12. *The visiting technician must be qualified for handling of the above prescribed jobs.*
13. *The branch will launch a complaint directly to Supplier on the given helpdesk number and accordingly supplier will issue a ticket number for necessary followup, while keeping in loop the Assistant Security Officer via email.*
14. *Supplier will facilitate all warranty and assistance for the CCTV system supplied and commissioned.*

15. *Supplier will provide a central point of contact/helpdesk number for all complaints on 24/7 basis and in case the helpdesk number is not responding the supplier will provide email address for timely resolution of complaints. In addition to that sms service only for complaints will also be provided by the supplier.*
16. *Supplier at all times will have access to SNDB for support over phone.*
17. *Performance check list / service form will be submitted to Sindh Bank on monthly basis.*

*Payment Schedule:*

- *100 % of the total amount of final bill of Supply & Installation of CCTV Cameras at the branches will be paid within one month of invoice submission to supplier.*

*Performance Security:*

- *10% of the total tender amount of 20 upcoming branches will be retained by Sindh Bank Limited as “Performance Security” commencing from the date of award letter till 03 months after completion/installation of all supplies/system subject to satisfactory confirmation by the Manager of concerned branch of Sindh Bank Limited.*
- *The bank will have the option to enforce the performance bond on happening of any one or all the following events;*
  - a) *If the Supplier fails to deliver the system as per agreed Schedule.*
  - b) *If the supplier fails to get the system inspected by the Technical Committee during demonstration phase.*
  - c) *If the system supplied by the Supplier fails to perform as per bank’s requirement.*

*In addition the bank will have the option to cancel the tender and offer the same to the next lowest bidder (if any).*

*Period of Contract:*

- *This agreement will effect from \_\_\_\_\_ to \_\_\_\_\_ (One Year).*

*Notice:*

- *Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.*
- *A party may change its address for notice by giving a notice to the other Party in writing of such change.*

*Authorized Representative:*

- *Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by Sindh Bank or the Supplier may be taken or executed by their Authorized officials.*

Taxes and Duties:

- The Supplier and its Personnel shall be liable to pay such direct or indirect taxes, duties, fees, and other impositions levied under the present Laws applicable at time of signing of contract, the amount of which is deemed to have been included in the Contract Price. Payment shall be made net of withholding taxes where applicable.

Termination of Agreement by Sindh Bank:

- If the performance of the Supplier/Item is not satisfactory this agreement can be terminated by Sindh Bank upon giving a 30 days' advance notice in writing to the Supplier. In such event the Supplier shall refund all advance money to Sindh Bank after adjusting the cost of work done by that date.
- If the Supplier becomes insolvent or bankrupt.
- If the Supplier, in the judgment of the Sindh Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If the Sindh Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

Termination of Agreement by the Supplier:

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

Force Majeure:

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

Extension of Time:

- Any period within which Party shall, pursuant to this agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Good Faith:

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

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Obligation of the 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 Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.

Conflict of Interest:

- The Supplier shall hold the Sindh 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 Sindh Bank, the Supplier and the Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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

Signature \_\_\_\_\_ Customer's Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Designation \_\_\_\_\_ Designation \_\_\_\_\_

Company Name \_\_\_\_\_ Company Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Stamp \_\_\_\_\_ Stamp \_\_\_\_\_

**Witness:**  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Designation \_\_\_\_\_ Designation \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

**SNDB/COK/ADMIN/TD/ 510 /2014**

**Copy No. \_\_\_\_\_**

# **Sindh Bank Limited**

**Tender Document**

**Janitorial Services**

## TABLE OF CONTENTS

<b>DEFINITIONS</b>	i
<b>1 INVITATION FOR BIDS (IFB)</b>	<b>1</b>
<b>2 INSTRUCTION TO BIDDERS (ITB)</b>	<b>2</b>
2.1 Correspondence Address	2
2.2 Eligible Bidders	2
2.3 Corrupt Practice	2
2.4 Preparation of Bids	2
2.4.1 Bidding Process	2
2.4.2 Cost of Bidding	2
2.4.3 Language of Bid	3
2.4.4 Technical Proposal	3
2.4.5 Financial Proposal	3
2.4.6 Bid Currencies	3
2.4.7 Bid Security	3
2.4.8 Bid Validity	4
2.5 Submission of Bids	4
2.5.1 Sealing and Marking of Bids	4
2.5.2 Response Time	4
2.5.3 Extension of Time Period for Submission of Bids	4
2.5.4 Clarification of Bidding Documents	4
2.5.5 Late Bids	5
2.5.6 Withdrawal of Bids	5
2.5.7 Cancellation of Bidding Process	5
2.5.8 Mechanism for Redressal of Grievances	5
2.5.9 Review Panel	7
2.5.10 Matters not subject to Appeal or Review	8
2.6 Opening and Evaluation of Bids	8
2.6.1 Opening of Bids by SNDB	8
2.6.2 Clarification of Bids	8
2.6.3 Preliminary Examination	8
2.6.4 Supplier Evaluation Criteria	8
2.6.5 Eligibility/Scoring Criteria	9
2.6.6 Discussions Prior to Evaluation	11
2.7 Award of Contract	10
2.7.1 Award Criteria	10
2.7.2 SNDB's Right to Accept Any Bid and to reject any or all Bids	10
2.7.3 Notification of Award	10
2.7.4 Signing of Contract	10
2.7.5 Performance Security	10



2.7.6	General Conditions of Contract	11
2.7.7	Special Conditions of Contract	11
2.7.8	Integrity Pact	11
2.7.9	Non Disclosure Agreement	11
3	SCOPE OF WORK / TECHNICAL PROPOSAL	12
4	FINANCIAL PROPOSAL	14
5	CONTRACT	15
5.1	Conditions Of Contract	15
5.1.1	Definitions	15
5.1.2	Law Governing Contract	15
5.1.3	Notice	15
5.1.4	Authorized Representative	16
5.1.5	Taxes and Duties	16
5.1.6	Effectiveness of Contract	16
5.1.7	Expiration of Contract	16
5.1.8	Modifications or Variations	16
5.1.9	Force Majeure	16
5.1.10	Termination	17
5.1.11	Good Faith	17
5.1.12	Settlement of Disputes	18
5.1.13	Data Ownership	18
5.1.14	Obligations of the Supplier	18
5.2	Special Conditions of Contract	19
5.2.1	Performance Security	19
5.2.2	Payment	19
5.2.3	Price	19
6	Bid Form	(Annexure "A") 20
7	Bid Security Form	(Annexure "B") 22
8	Performance Security	(Annexure "C") 23
9	Integrity Pact	(Annexure "D") 24
10	Schedule of Availability, Opening & Submission of Bids	(Annexure "E") 25
11	Form of Contract	(Annexure "F") 26
12	Contract Agreement	(Annexure "G") 29
13	List of Branches	(Annexure "H") 37

## 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 reputed vendors for the provision of janitorial services at countrywide branches. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications 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/](http://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/](http://www.pprasindh.gov.pk/)

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Lt.Col (R). Shahzad Begg  
Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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:

Lt.Col(R). Shahzad Begg  
Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [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 Technical Proposal**

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 Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive.

#### **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 @ 5% of 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 enclosed 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**

**Single Stage – One Envelope Procedure;** a bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL. [SPPRA Rule 46 (2-a)]

#### **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 its Technical Proposal and Financial Proposal 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)]

**IMPORTANT**

**In addition to above it may be added that no complaint will be entertained unless it is:-**

- a) **Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.**
- b) **Incriminating evidence of the complaints.**

**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**

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/Scoring Criteria

SNDB shall evaluate Technical Proposals using the following scoring criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Number of Offices in Provinces	25		In 4 provinces	Complete Address alongwith PTCL numbers	Annexure "A"
		15		In 2 provinces		
2	Bank on Cliental List (Minimum 50 Branches Per Bank is the eligibility)	30		4 and above	Letters to be attached duly issued from each concerned Bank with a mention that the company is presently rendering the subject services	Annexure "B"
		20		3 and above		
3	Years in Business	20		5 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business with evidence is required to be enclosed	Annexure "C"
		10		3 years and above		
4	Cumulative Turn Over in Last 3 Years	25		On an average of 64 M and above per year	Audit Report / Tax Return of last 3 years	Annexure "D"
		15		On an average of 32 M and above per year		
<b>Total</b>		<b>100</b>		<b>QUALIFIED/DISQUALIFIED</b>		

**NOTE:**

1. The tender will be dealt as per single stage one envelope method i.e. the financial and technical bids will be opened at one time and after announcing of financial bids, the contract will be awarded to a bidder who qualifies the given criteria.
  - a. Acquiring 70% or above marks in eligibility criteria.
  - b. Offers lowest evaluated financial bid.
  - c. Due verification of the documents attached with the tender document.
2. The company will be considered disqualified from the very outset, if not registered in sales tax.
3. Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

**DISQUALIFICATION:**

1. The bidder will be considered disqualified during evaluation process if:-
  - a. On black list of SPPRA and Sindh Bank Ltd.
  - b. Issued with 2 warning letters by the Sindh Bank in the past to the bidder for unsatisfactory performance.

### **2.6.6 Discussions Prior to Evaluation**

If required, prior to technical evaluation, the Bidder may seek any clarification in writing on the eligibility criteria.

## **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 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % 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 “F”*]

### 3 SCOPE OF WORK / TECHNICAL PROPOSAL

Sindh Bank Limited (SNDB) requires provision of Janitorial Services with all material for its Head Office, 202 already in operation and 23 upcoming branches in countrywide regions. Names/Location of branches are attached as Annexure H.

Contract agreement will be extended / renewed upto 3 years on mutual understanding on same terms & conditions and rates.

Requirement of service will depend on the opening of the branches. A notice of 10 days will be given prior to the opening of the branch and it will be expected that the Janitorial staff will be deployed at least 5 days prior to the opening of the branch.

#### Services to be Provided

1. Daily dusting and cleaning of all workstations.
2. Monthly buffing of tiled floor.
3. Forte nightly cleaning of internal and outside glass panels and blinds.
4. Frequent cleaning and dry / wet moping of all areas including praying area, cafeteria, reception area and stairs etc.
5. Scrubbing / washing (with moderate interval of all washroom floors commode urinal and washbasin with disinfectants.
6. Sweep and clean entrances and small patios.
7. Forte nightly clean and remove smudges from entry door glass.
8. Monthly clean and polish entry handles, sills, doorplates and metal rim.
9. Weekly dust and clean baseboards. Ledges and exit signs.
10. Daily disposal of waste and garbage at designated area.
11. Weekly scrubbing and washing of tiles floors.
12. Hygienic cleaning of washrooms on weekends includes walls.
13. Dry moping periodically.
14. Daily empty trash receptacles.
15. Daily remove debris from landscape pots and planters.
16. Daily clean and sanitize sink and counter tops.
17. Daily upholstery (clean of sofa and other clothing furniture).
18. Forte nightly cleaning of ducks and ventilators.

#### 1. Janitorial Material Will Be Provided Per Month for Sindh Bank Limited Head Office, Karachi For Two Floors

S. No.	Particular	No. Quantity to be provided on Monthly basis
1	Toilet Freshener (Aroma / Roomi or equivalent)	18 Pcs (each floor)
2	Sweep / Shine	3 liters (each floor)
3	Bleach	4 liters (each floor)
4	Acid (Tezaab)	2 liters (each floor)
5	Surf ( Bonus or equivalent)	3 Kg (each floor)
6	VIM (lemon MAX or equivalent)	4 Packet (300 gram for each floor)
7	Phenyl (Caroline)	7 liters (each floor)
8	Glint or equivalent	4 Bottle (1/2 liter each)
9	Duster (Rough)	24 Pieces (1.5 feet)
10	Soft Broom	4 Pcs (each floor)
11	Bathroom Brush	2 Pcs
12	W.C/Commod Brush	2 Pcs (each floor)
13	Aluminium Mop	2 Pcs (each floor)



S. No.	Particular	No. Quantity to be provided on Monthly basis
14	Naphthalene Balls	12 Dozen (each floor)
15	Liquid Soap	5 liters (each floor)
16	Tissue Roll (Royal or equivalent)- White Color	400 rolls (each floor)
17	Air Freshener (Admire or equivalent)	4 pcs (each floor)
18	Scotch Brite or equivalent	4 pcs (each floor)
19	Garbage Bags (size 18/24)	2 Kg (each floor)
20	Dry Refill (Mob)	2 pcs (each floor)
21	Wiper Wash Room	2 pcs per floor
22	Wiper Glass Cleaner	1 pc per floor
23	Roof Cleaning Broom/Magic Stick	2 pcs per floor
24	Tissue for Dispenser (Brown color)	20 Boxes of 40 Tissue each

In addition to above a vacuum cleaner machine (800 watts – 50 to 60 htz) will be provided on 24 hours basis in Sindh Bank Head Office, Karachi for cleaning of carpeted area.

**2. Janitorial Material Will Be Provided Per Month Per Branch of Sindh Bank Limited**

S. No.	Description	Quantity
1	Toilet Freshener (Aroma / Roomi or equivalent)	2 Pcs
2	Sweep / Shine 1.5 liter	2
3	Bleach 1.5 liter	2
4	Acid (Tezaab)	2 liter
5	Surf ( Bonus or equivalent)	1 Kg
6	VIM (lemon MAX or equivalent)	2 Packet (300 gram each)
7	Phenyl (Caroline)	1 Liter
8	Glint or equivalent	1 Bottle (1 liter)
9	Duster (Rough)	4 Pieces (2 x 2 feet)
10	Soft Broom	1 Pc
11	Bathroom Brush	1 Pc
12	Aluminium Mop	1 Pc
13	Naphthalene Balls	2 Dozen
14	Soap (Opal or equivalent)	3 Pcs
15	Liquid Soap (Safe Guard or equivalent)	1 Liter
16	Tissue Roll (Royal or equivalent)	20 Pcs
17	Tissue Box (Jasmine or equivalent)	2 Boxes
18	Air Freshener (Admire or equivalent)	2 Pcs
19	Scotch Brite or equivalent	2 Pcs
20	Dust Bin Bags (size 18/24)	¼ Kg
21	Dry Refill (Mob)	1 Pcs
22	Wiper Wash Room	1
23	Wiper Glass Cleaner	1
24	Aluminium Dry Mop	1
25	Roof Cleaning Broom/Magic Stick	1

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2014-2015)

Name of Bidder \_\_\_\_\_

S. No.	Description	Cost
1	Monthly Pay of Individual Supervisor (For Head Office, Karachi)	
2	Monthly Pay of Individual Uniformed Janitorial Staff	
3	Monthly Cost of material required to be supplied at Head Office as per the list attached as mentioned in Scope of Work	
4	Monthly Cost of material required to be supplied Per Branch as per the list attached as mentioned in Scope of Work	
5	<b><u>Applicable Government Taxes</u></b>	
	a. Sindh Government Sales Tax - 10%	
	b. Punjab Government Sales - 16%	
	c. Any other Taxes, If applicable	
<b>*Total Amount</b>		

*This \* Total Amount will be taken as the financial bid offered by the vendor.*

**Note**

1. The company will be considered disqualified from the very outset, if not registered in sales tax.
2. **The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, delivery and transportation upto countrywide branches.**
3. No advance payment for the supply of items will be made, bills are only be processed for necessary payment on receipt of certificate of satisfactory services from the concerned officer.
4. **Calculation of bid security.** 5% of the \*Total amount to be multiplied with 225 (Total number of branches where staff will be required) will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. A fine of Rs 500/- per day will be charged, if after expiry of 10 days notice, the requisite services are not provided till the requisite is completed.
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. All conditions in the contract agreement attached as Annexure G are part of this tender document.
8. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.

9. The successful bidder will be required to provide neat and clean uniform along with black shoes/socks during their employment with the branches/head office.

Signature & Stamp of the 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.

### **No Breach of Contract**

The failure of a Party to fulfill 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.

### **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.

### **Termination**

#### **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 incorrupt 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.

#### **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.

#### **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.

## **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.

## **Settlement of Disputes**

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

## **5.1 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 five (5 %) 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”

### **6. BID FORM [IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE TAILORED SEPARTELY FOR EACH TENDER DOCUMENT]**

Dated: \_\_\_\_\_, 2014

To,  
Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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 five percent (5%) 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.



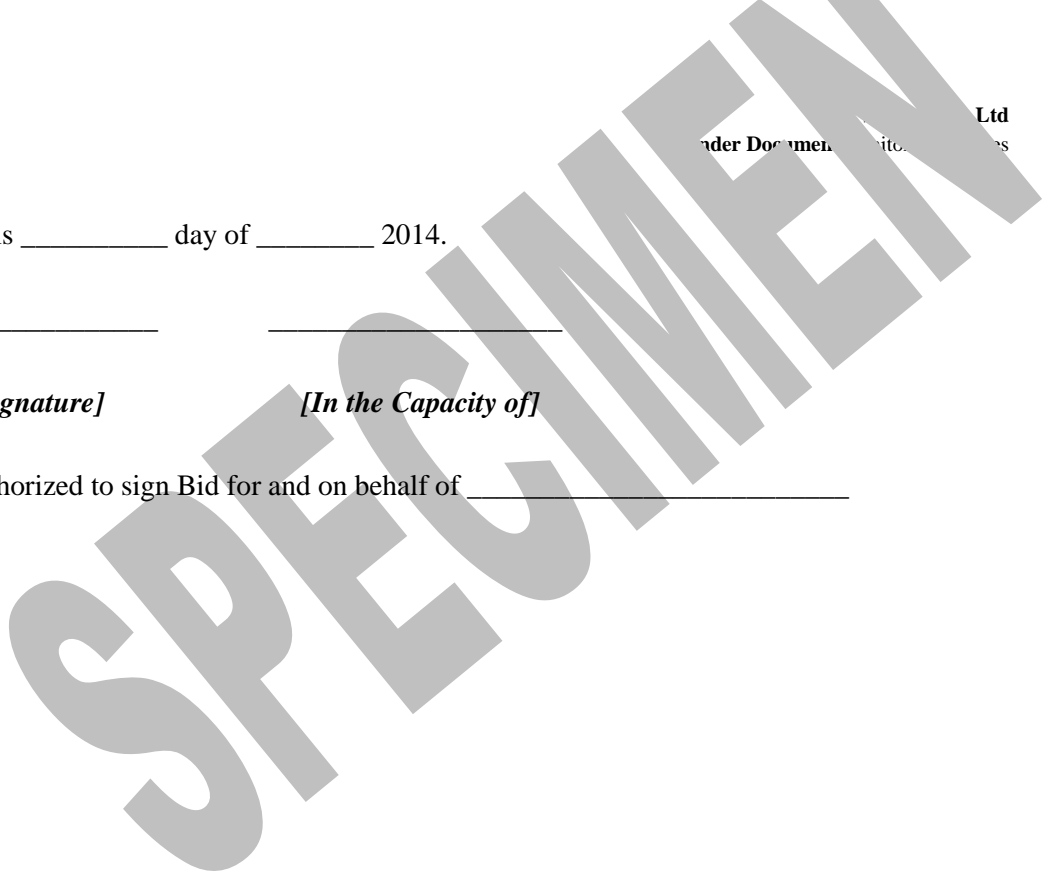
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## Annexure “B”

### 7. 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 \_\_\_\_ 2014.

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”

### **8. PERFORMANCE SECURITY FORM**

To,

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 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 \_\_\_\_\_ 2014 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 \_\_\_\_\_ 2014.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

## Annexure “D”

### **9. INTERGRITY PACT**

#### **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”**

### **10. Schedule of Availability, Submission & Opening of Bids**

For details refer to the advertisement published in the newspaper.

## Annexure “F”

### 11. 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 fulfill 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 \_\_\_\_\_ 2014.
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 “G”

### 12. Contract Agreement

#### CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014

#### BETWEEN

M/S. \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (hereinafter referred to as “Supplier”, 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 3<sup>rd</sup> 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 “Supplier” for Janitorial services (services) for its Head Office Karachi, 202 operating and 23 upcoming branches and Supplier agrees to provide the following services to the bank, as per tender opening date \_\_\_\_\_, along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked 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.
- A prior notice of 10 days will be given for the supply of requisite supplies and it will be expected after 07 days of issue of the purchase order, the said supplies will be made available at the site.
- A fine of Rs 5,000/- per day will be charged, if after expiry of 10 days notice, the supplies are not provided, till the requisite is completed.
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 15 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.
- Supplier agrees to maintain adequate inventory of the goods so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty

period. In case the effected part is not available, then the Supplier will provide the backup of the same item or better till the resolution of the fault is met, without any extra cost to the Bank.

- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The Bank reserves the right to test/check the materials (goods) to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the Bank shall be final and binding upon the Supplier.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the materials (goods), the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

**A. Services to be provided.**

- Daily dusting and cleaning of all workstations.
- Daily buffing of tiled floor.
- Daily cleaning of internal and out side glass panels and blinds.
- Frequent cleaning and dry / wet moping of all areas including praying area, cafeteria, reception area and stairs etc.
- Scrubbing / washing (with moderate interval of all washroom floors commode urinal and washbasin with disinfectants.
- Sweep and clean entrances and small patios.
- Clean and remove smudges from entry door glass.
- Clean and polish entry handles, sills, doorplates and metal rim.

- Dust and clean baseboards. Ledges and exit signs.
- Disposal of waste and garbage as designated area.
- Weakly scrubbing and washing of tiled floors.
- Hygienic cleaning of washrooms on weekends includes walls.
- Dry moping periodically.
- Empty trash receptacles.
- Remove debris from landscape pots and planters.
- Parking Lot cleaning.
- Clean and sanitize sink and counter tops.
- Upholstery (cleaning of sofa and other clothing furniture).
- Cleaning of ducts & ventilators.

The supplier shall not post any labour who has not reached the age of maturity 18 years under the law and in case of failure to do so, the supplier shall exclusively be responsible.

The monthly invoices would be submitted to the Bank in the last 10 working days of the month, for the services rendered which shall be payable the end of the same month. All payments shall be subject to the withholding tax.

The supplier shall be responsible under law for any withholding of taxes from the salaries of its employees.

The supplier himself employ, terminate, take disciplinary action against and pay all wages and benefits to the persons employed by him. The Bank shall not be responsible for the employees of the contractor in any manner whatsoever.

The supplier shall be wholly responsible to check, verify and confirm the authenticity and credibility of the supplier employees past and related documentation by procuring all the relevant personal references, employment history, educational credentials as may be provided to the Bank in writing or any other related document of the concerned supplier employee, as may be required by the bank from time to time.

The supplier shall be exclusively responsible for paying the salary and other emoluments/benefits to which each supplier employee is entitled under his contract of employment with supplier. For the sake of clarity, the bank shall not be liable to any supplier. Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other account. The supplier shall exclusively deal with all claims made by or in respect of the supplier employees in this regard including but not limited to Employees Old Age Benefits, Social Security or any other payment under the labor Law applicable from time to time. It shall keep the Bank fully indemnified and harmless in this regard.

The supplier shall provide insurance cover for all his staff engaged in carrying out his contractual obligations. He shall be responsible to carry out his obligations and liabilities under the Compensation Act or other relevant laws. The Contractor will indemnify Sindh Bank Limited for any claim whatsoever in respect of any claim, expenses and damages caused by his employees.

The supplier shall have the complete administrative control over his employees.

The supplier shall be responsible for providing necessary tools and cleaning items / material (list attached).

The supplier shall also be responsible to exercise and maintain proper record of their employees' attendance and payment of wages as prescribed under the relevant laws of the Country. The Contract shall ensure that is no violation, non-observance and irregularity and kind under the labor laws and the Company will therefore remain absolved from all and every liability on this account.

The supplier shall be responsible to see that his employees do not interfere in the working of the Company, restrict themselves to the place of their work and do not roam about in the Bank / Branch / Division. The supplier shall also ensure that his employees do not take part in any meeting or meetings, agitation either of political, social or antisocial and do not indulge in any activities subversive to the Bank's discipline in particular and law and order of the country in general.

The supplier shall ensure that he and his employees strictly adhere to the relevant rules and regulations of the Bank and security arrangements. The supplier shall be responsible to see that he and his employee with the security instruction and do not object to personal search etc. Security Guards, designated employees will have full power to satisfy themselves as the material, garbage carried out of the building by the cleaners, the security should thoroughly can check the cleaners before leaving the premises to avoid any complaint regarding missing of BANK'S any belonging .

The supplier shall be responsible for un-interrupted working of the assigned job and for ensuring that in cases of absence of his employees, insufficient control, strikes or any other reason, the Bank work is not withheld in such cases. The contractor shall be responsible to make alternate arrangements, otherwise the bank has full rights to make alternate arrangements and to impose responsible penalty, and to recover the cost from the contractor.

Supplier's employees shall wear proper uniform, identification badges, indicating that they are supplier's employees.

The supplier hereby accepts the rights of the Company to Control entry into and exit from the company premises of men and material.

For operational purposes, the supplier's personnel deployed at any specific premises shall not be used at any other premises without the prior written approval of the supplier.

The supplier shall provide complete uniform i.e. shirt, trouser to its employees.

The Bank reserves the right to terminate this contract without notice, if the supplier's performance remains constantly poor. Or if the clauses of this contract are violated. The management of the Bank shall be sole judge of the quality of work of the supplier in this regard and the Bank reserves the right to terminate this agreement without assigning any reasons.

Sunday, Govt. Holidays and all religious Holidays will be considered as holiday.

The supplier hereby indemnifies the bank any loss theft, damages to the property of the Bank caused by any of the contractor deployed in the Bank.

**INSPECTION REPORT:**

The supplier will get signature of the Branch Manager on monthly basis and at the same time the Performa will be dispatched to Central Office on monthly basis duly filled / signed by the Branch Manager.

**PENALTY:**

In case of repeated complaints from a location and non performing of monthly tasks mentioned in the Task & Frequency Work Plan a fine of Rs.500/- will be deducted from the monthly tasks are as given below:

Dust high and low, including clocks, all surfaces on which dust gathers.

Thoroughly clean, scrub by agitation all ceramic, tiled floors will special attention to grouting, corners of floors etc.

Pay & Allowances:

As mentioned in Financial bid/ tender.

**SECURITY**

The security Guards, designed employees will have full power to satisfy themselves as the material, garbage carried out of the building by the cleaners, the security should thoroughly check the cleaners before leaving the premises to avoid any complain regarding missing of Bank's any belonging.

**Payment Schedule:**

100 % of the total amount for providing of janitorial services will be paid within one month of invoice submission by the supplier.

**Performance Guarantee:**

5% of the total tender amount of will be retained by the Bank as "Performance Security" and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by the branch managers, where the items have been supplied.

Before release of performance security a technical team of the Bank will check to confirm the specifications of the supplied items as provided in offered items by the

supplier. Any variation if found will disqualify the supplier alongwith forfeiting of the performance security and will ultimate recommendations to SPPRA authority for blacklisting of the firm.

**Authorized Representative:**

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

**Termination of Agreement by the Bank:**

- If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

**Goods Faith:**

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

**Settlement of Disputes:**

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
  
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

**Conflict of Interest:**

- The Supplier 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.

Support Escalation Matrix:

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

<b>LEVEL-1</b>	Name/Designation (support staff)	
First complain if the call is not resolved <b>"within specified response time"</b> (24 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-2</b>	Name/Designation (Regional Head/Manager/GM)	
Second complain, if the call is attended within <b>"Specified Response Time" and not attended</b> / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-3</b>	Name/Designation (CEO of the firm)	
Third complain, if the call is attended within <b>"Specified Response Time" and not attended</b> /or the problem still unresolved even after complaining at Level-2	Landline Phone	
	Email	
	Cell	
<b>Note: Ensure that no column above is left blank</b>		

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

Supplier Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Stamp

Customer Signature \_\_\_\_\_

Name

Designation

Company Name **Sindh Bank Limited**

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

Stamp

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Name

Designation

Company Name **Sindh Bank Limited**

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

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



## Annexure “H”

### 13. List of Branches

<b>LIST OF EXISTING BRANCHES</b>		
S.No.	Name of Branch	No of Janitorial Staff
1	NAUDERO - RUA	1
2	KHAIRPUR	1
3	PANO AQIL - RUA	1
4	KANDHKOT	1
5	NOSHERO FEROZE	1
6	DADU	1
7	LARKANA	1
8	SUKKUR	1
9	SEHWAN - RUA	1
10	GHOTKI	1
11	RATODERO, LARKANA - RUA	1
12	SHAH DADKOT	1
13	SHIKARPUR	1
14	DAHARKI	1
15	MIRPUR MATHELO	1
16	THULL - RUA	1
17	KASHMORE	1
18	JACOBABAD CITY	1
19	ROHRI	1
20	GAMBAT	1
21	MEHAR	1
22	QAMBER	1
23	BADAH	1
24	PIR JO GOTH	1
25	K.N.SHAH	1
26	MILITARY ROAD, SUKKUR	1
27	GHOUSPUR	1
28	KANDIARO	1
29	QAZI AHMED	1
30	UBARO BRANCH	1
31	LI CHUNDRIGAR ROAD	1
32	CLIFTON	1
33	COURT ROAD	1
34	DHA PHASE 5, KHI	1
35	GULSHAN-E-IQBAL	1
36	HYDERI N.NAZIMABAD	1

<b>S.No.</b>	<b>Name of Branch</b>	<b>No of Janitorial Staff</b>
37	JODIA BAZAR	1
38	KORANGI IND. AREA	1
39	SADDAR	1
40	PAPER MARKET	1
41	GIZRI	1
42	SHAHRAH-E-FAISAL	1
43	TARIQ ROAD	1
44	S.I.T.E. AREA	1
45	TIMBER MARKET	1
46	MEMON GOTH	1
47	NEW KARACHI	1
48	CLOTH MARKET	1
49	N. INDUSTRIAL AREA	1
50	WATER PUMP	1
51	GOLE MKT, NAZIMABAD	1
52	M.A. JINNAH ROAD	1
53	JAMSHED QUARTER	1
54	N. NAPIER ROAD	1
55	DHORAJEE	1
56	SHAHEED-E-MILLAT	1
57	NEW CHALLI	1
58	BUFFERZONE	1
59	LIAQUATABAD	1
60	UNIVERSITY RD, GULSHAN	1
61	KARACHI ADMIN SOCIETY	1
62	MUHAMMAD ALI SOCIETY	1
63	SOHRAB GOTH	1
64	GULISTAN-E-JOHAR	1
65	STOCK EXCHG. KHI	1
66	GULSHAN-E-MAYMAR	1
67	DHA PHASE 4, KHI	1
68	LEA MARKET KHI	1
69	SHERSHAH KHI	1
70	BAHADURSHAH KHI	1
71	PIB COLONY KHI	1
72	GULSHAN-E-HADEED KHI	1
73	MALIR CANTT. KHI	1
74	LANDHI KHI	1
75	WEST WHARF KHI	1
76	METROVILLE KHI	1
77	KHAYABAN-E-ITTEHAD KHI	1
78	GARDEN EAST KHI	1
79	MEHMOODABAD KHI	1

S.No.	Name of Branch	No of Janitorial Staff
80	PECHS, KHI	1
81	KHAYABAN-E-SHAHBAZ, KHI	1
82	NORTH NAZIMABAD, KHI	1
83	SAFOORA GOTH, KHI	1
84	DHA PHASE-2, KHI	1
85	PIA EMPLOYEES CO-OPERATIVE	1
86	TEEN TALWAR, CLIFTON, KHI	1
87	HYDERABAD	1
88	HALA - RUA	1
89	KOTRI	1
90	MIRPURKHAS	1
91	QASIMABAD	1
92	TANDO ADAM - RUA	1
93	TANDOALAYAR	1
94	T. M. KHAN	1
95	BADIN	1
96	MITHI	1
97	SH. BENAZIRABAD	1
98	THATTA	1
99	SANGHAR	1
100	MATIARI	1
101	SHAHDADPUR	1
102	KUNRI - RUA	1
103	LATIFABAD HYDERABAD	1
104	UMERKOT	1
105	MORO - RUA	1
106	SAJAWAL - RUA	1
107	BHANE SAEEDABABD - RUA	1
108	SAKRAND	1
109	SAEEDABABD	1
110	MARKET ROAD, HYD	1
111	CITIZEN COLONY, HYD	1
112	DIGRI	1
113	GHARO	1
114	ISLAMKOT	1
115	JAMSHORO	1
116	BLUE AREA, ISB	1
117	BANK ROAD, RWP	1
118	DHA LHR	1
119	G.T. RD GUJRANWALA	1
120	BAHRIA TOWN, LHR	1
121	VILLAGE GHURKI, LHR - RUA	1
122	CHAKGHANIA - RUA	1

S.No.	Name of Branch	No of Janitorial Staff
123	VILLAGE LILA, JEHLUM - RUA	1
124	PINDIBAHAUDDIN - RUA	1
125	ASHRAFABAD, BAHAW. - RUA	1
126	DALWAL, DISTT. CHAKW - RUA	1
127	GULBERG BR, LHR	1
128	A. IQBAL TOWN, LHR	1
129	JOHAR TOWN, LHR	1
130	SARGODHA	1
131	LALA MUSA	1
132	E-11 ISLAMABAD	1
133	RAJA BAZAR, RWP	1
134	MURREE RD, RWP	1
135	CIRCULAR RD, LHR	1
136	VILLAGE LIDHAR - RUA	1
137	VILLAGE BURKI - RUA	1
138	WALTON ROAD, LHR	1
139	TARAMARI CHOWK - RUA	1
140	VILLAGE CHUNG - RUA	1
141	P.W.D. HOUSING SOC. ISB	1
142	SHAHRAH-E-FATIMA LHR	1
143	KAHANA LHR - RUA	1
144	RAHIMYAR KHAN	1
145	DERA GHAZI KHAN	1
146	DHABWALA, WAZIRABAD - RUA	1
147	VILLAGE SATHGARH - RUA	1
148	HARAPA - RUA	1
149	JEHLUM	1
150	FAISALABAD	1
151	SIALKOT	1
152	MULTAN	1
153	KALRA KHASA - RUA	1
154	KUNJAH - RUA	1
155	PECO RD, LHR	1
156	MORR. AIMANABAD - RUA	1
157	MANNAWALA - RUA	1
158	OKARA	1
159	MOHLANWAL, LHR - RUA	1
160	PESHAWAR ROAD, RWP	1
161	MIAN CHANNU	1
162	DHA PHASE 6, LHR	1
163	NANKANA SAHIB	1
164	MAIN BAZAR, CHICHAWATANI	1
165	WAH CANT, RWP	1

<b>S.No.</b>	<b>Name of Branch</b>	<b>No of Janitorial Staff</b>
166	DHA PHASE 5, LHR	1
167	MUGHALPURA, LHR -RUA	1
168	FEROZEPUR, LHR	1
169	RAIWIND, LHR	1
170	CHINIOT	1
171	ALI PUR CHATTAHA	1
172	TOBA TEK SINGH	1
173	GAGGO MANDI	1
174	JINNAH RD, QTA	1
175	LIAQUAT BAZAR, QTA	1
176	CHAMAN	1
177	ZHOB	1
178	DERA MURAD JAMALI	1
179	GAWADAR	1
180	HUB	1
181	SIRKI ROAD	1
182	PESHAWAR CANTT	1
183	G.T. ROAD, PESHAWAR	1
184	UNIVERSITY RD, PESHAWAR	1
185	MANSEHRA RD, ABBOTABAD	1
186	KARKHANO MKT, PESHAWAR	1
187	HAYATABAD, PESHAWAR	1
188	MIRPUR AZAD KASHMIR	1
189	MUZAFFARABAD AJK	1
190	GILGIT BRANCH	1
191	Sub-Br: Dadu Sugar Mill	1
192	Sub-Br: Shikarpur Rice	1
193	Sub-Br: Sir Syed Hospital	1
194	Sub-Br: Sindh Secretariat	1
195	Sub-Br: Tandoallayar Sugar	1
196	Sub-Br: Bawani Sugar Mill	1
197	Sub-Br: Khoski Sugar Mill	1
198	Sub-Br: Thatta Cement Co.	1
199	Sub-Br: DHA Main Boulevard	1
200	Sub-Br: Wapda Town	1
201	Davis Road Lahore	1
202	Khayban-e-Ittehad IBB	1
203	Head Office, Karachi	06 (staff) + 01 (supervisor)

<b>TENTATIVE LIST OF UPCOMING BRANCHES</b>		
S.No.	Name of Branch	No of Janitorial Staff
1	Sindhi Muslim Society	1
2	Bahadurabad	1
3	Shirin Jinnah Colony	1
4	Cattle (Bhens) Colony	1
5	Chaudhary Khaliq-uz-zaman Road	1
6	Hyderabad Gari Khata	1
7	Hyderabad Journalist Society	1
8	Khipro, District Sanghar	1
9	Matli, District T.M.Khan	1
10	Mehrabpur, District Naushahroferoz	1
11	Nasirabad, District Larkana	1
12	Tando Jam Taluka Hyderabad(Islamic)	1
13	Garhi Khairo Distt. Jacobabad	1
14	Gari Shahu, Allama Iqbal Road	1
15	Khanewal	1
16	Kasur	1
17	The Mall, Lahore(Islamic)	1
18	Mouza Gojra Tehsil Malakwal, District Mandi Bahauddin	1
19	Village Meran, Tehsil Prova, District D.I.Khan	1
20	Ali Wala, Tehsil & District Muzafar Garh	1
21	F-7, Islamabad (Islamic)	1
22	Kohat	1
23	Debgari Garden Peshawar(Islamic)	1