

SNDB/COK/ADMIN/TD/_____/2015

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Sindh Bank Limited

Tender Document
Maintenance Contract of UPS

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DEFINITIONS

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

“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 for Maintenance Contract of UPS on need basis. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

Bidders will be selected under procedure described in this tender document in accordance with the Sindh Public Procurement Rules 2010 (Amended 2013) and instructions to bidders ITB given under SPPRA bidding document for national competitive bidding Pakistan – Procurement of goods, which can be found at www.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.(Amended 2013)

This TENDER Documents 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)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.sppra.org will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

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 (Amended 2013), 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. Adding of any condition on the said format will not be taken in to consideration.

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. (attached as Annexure “A”)	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return (attached as Annexure “B”)	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attached as Annexure “C”)	Yes	No
4	Declared Qualified in Demonstration Phase	Refer Section- Scope of Work	Yes	No
Overall Result			Qualified / Disqualified	

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 Annexure “I” stamp paper from the owner of the company. In case of non-provision of evidence, the company will be straight away disqualified
3. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
4. In case the lowest bid offered in same between two or more bidders the successful bidders will be the one who has highest turnover for the last three years of the two.

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 a warning letters by the Sindh Bank in the past to the bidder for unsatisfactory performance.
 - c. The company will be considered disqualified from the very outset, if not GST registered.
 - d. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only that bid will be accepted.
 - e. Offers alternate bid.

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.

Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring agency.

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 10 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.

Failure of the successful Bidder to comply with requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bid.

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 requires Maintenance Contract of UPS on need basis.

Salient Feature of the Maintenance Contract

Period	12 months
SOW	Maintenance of all UPS of all branches, throughout the country
UPS Type	On Line, pure sine waves and line interactive
Battery Bank	Extended for Long duration, Maintenance free, dry, VRLA
Capacity	3KVA to 6 KVA
Quantity	Approximate 200
Age	Approximate one to three years old
Response time	Within two to three hours in big cities and within 24 hours in remote areas In case of delay in attending complaint, a penalty of Rs.5, 000/- per day
Back up	If problem lasted over 24 hours, backup UPS will be provided, free of cost
Complain Attendance	Monday to Saturday & In emergency on Sunday/Holiday
Complaint Type	All, including cards, circuit, inverter, charger etc., including all type of parts except batteries
Preventative Maintenance	At least four times a year
Complaint	By Head Office or branches on phone or Email
Payments	On completion of a quarter, 25% of total contract amount will be paid, on submission of invoice & FSR from respective branches

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2015-2016)

Name of Bidder _____

Description	Cost	Tentative Quantity of Branches	*Total Amount
Maintenance Contract of UPS		200	

**This total amount will be taken as lowest submitted price offered by the vendor.*

Note

1. The company will be considered disqualified from the very outset, if not GST registered.
2. **The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.**
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned branch.
4. **Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. If the item is not provide/installed on due date (date given on supply order) a fine of Rs.5, 000/-per day will be deducted from the bill.
6. Warranty period of 1 year is mandatory.
7. 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 equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
7. 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.
8. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment 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.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. 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.
11. The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
12. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.

Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

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.(Amended 2013)

“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 in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e. If the SNDB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.1.10.2 Termination by the Supplier

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

- a. If the SNDB fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

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

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c) 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 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 (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.

5.2.4 Annexures

BID FORM	(Annexure “A”)
BID SECURITY FORM	(Annexure “B”)
PERFORMANCE SECURITY FORM	(Annexure “C”)
INTEGRITY PACT	(Annexure “D”)
SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure “E”)
FORM OF CONTRACT Non Disclosure Agreement	(Annexure “F”)
AGREEMENT	(Annexure “G”)
SPECIAL STIPULATIONS	(Annexure “H”)
AFFIDAVIT/UNDERTAKING	(Annexure “I”)
LIST OF BRANCHES	(Annexure “K”)

6. BID FORM

FORM OF BID

Tender Reference No.....

Dated: _____, 2015

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 understand that all the Annexures attached hereto form part of this Bid.

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 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:

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

Name & Address of Bidder in Block Capital

Dated this _____ day of _____ 2015.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Witness;

Signature; _____

Name: _____

Address:-----

Occupation:-----

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 One KVA UPS

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 ____ 2015.

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 _____ 2015 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 _____ 2015.

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 _____ 2015.
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

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 2015

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 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as “THE BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“THE BANK” intends to acquire the services of “Supplier” for Maintenance Contract for UPS 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 and installation 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, installed and made operational, 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 parts 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 product/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 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.
- Delivery will be made by the Supplier as prescribed by the Bank.
- The cost must include all taxes, installation, labour including delivery charges upto Sindh Bank Ltd Branches.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, 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.

Warranty

- The warranty of the goods is One year comprehensive onsite from the date of delivery.

Payment Schedule:

100 % of the total amount 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 visit all branches to confirm the specifications of the supplied items as provided in offered product by the supplier. Any variation if found will disqualify the supplier along with 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:-

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

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 _____

Stamp _____

Signature _____

Name _____

Designation _____

Company Name **Sindh Bank Limited**

Address **Federation House, Sindh Bank**

Ltd. Head Office, Karachi

Stamp _____

13. SPECIAL STIPULATIONS Annexure “H”

Clause Conditions of Contract.

1	Engineer’s Authority to issue variation in emergency.	15% of the Contract Price stated in the Letter of Acceptance.(as per SPPRA)
2	Amount of Performance Security	5% of Contract Price stated in the Letter of Acceptance.
3	Time for Furnishing Programme	Within 45 days from the date of receipt of Letter of Acceptance.
4	Time for Commencement	Within 7 days from the date of receipt of Engineer’s Notice to Commence which shall be issued within Seven (7) days after signing
5	Time for Completiondays from the date of receipt of Engineer’s Notice to Commence.
6	Defect Liability Period	Six month from the effective date of taking over Certificate.
7	Percentage of Retention Money	10% will be retained by Sindh Bank Ltd. On Final Payment..

ANNEXURE “I”

14. UNDERTAKING/AFFIDAVIT

To be typed on Rs.100/- Stamp Paper

ANNEXURE I

AFFIDAVIT / UNDERTAKING
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)

I, _____ S/o _____, Proprietor/Representative of
M/s _____, having NTN # _____, holding CNIC #
_____, do hereby state on solemn affirmation as under:-

1. That I am deponent of this affidavit / undertaking and proprietor / Representative of _____, hence, fully conversant with the facts of the same.
2. That the above named firm has not been adjudged an insolvent from any Court of law.
3. That no execution of decree or order of any Court remains unsatisfied against the firm.
4. That the above named firm has not been compounded with the creditors.
5. That my/our firm has not been convicted of a financial crime.
6. That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____
Dated: _____

DEPONENT
(PROPRIETOR / REPRESENTATIVE)

Solemnly affirmed and stated by the above named deponent, personally, before me, on
this _____ day of _____ 201 , who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

15. List of Branches

ANNEXURE “K”

<u>KARACHI BRANCHES</u>	
1	I.I. CHUNDRIGAR ROAD BRANCH
	Ground Floor, P & O Plaza, Opposite
	I.I. Chundrigar Road, Karachi
2	CLIFTON BRANCH
	Ground Floor, St-28, Block-5, Federation House,
	Kehkashan, Clifton, Karachi
3	COURT ROAD BRANCH
	Ground floor, G-5-A, Court View Apartments,
	Opposite Sindh Assembly, Karachi
4	DHA, 26TH STREET BRANCH
	Plot No.14-E, 26 th Street Phase 5 Ext. D.H.A,
	Karachi
5	GULSHAN-E-IQBAL BRANCH
	Fl : 1/13, block 5, KDA Scheme No.24,
	Main Rashid Minhas Road, Gulshan-e-Iqbal Karachi
6	HYDERI BRANCH
	Plot No. SD-27, Block-G, Scheme No.2.
	Hyderi Market, North Nazimabad, Karachi
7	JODIA BAZAR BRANCH
	Plot No.57 & 59, Daryalal Street,
	Selani Center, Jodia Bazar, Napier Quarter, Karachi
8	KORANGI INDUSTRIAL AREA BRANCH
	Plot No.27/28, Showroom No.5,
	Korangi Industrial Area, Sector-16, Karachi
9	PAPER MARKET BRANCH
	Plot No.22/2, Sheet No.SR.18, Serai Quarters,
	Saddar Town, Karachi

10	SHAHRAH-E-FAISAL BRANCH
	Plot No.30-A, Ground Floor, Showroom No. 4, 5 & 6,
	Progressive Centre, Block-6, P.E.C.H.S,
	Shahrah-e-Faisal, Karachi
11	TARIQ ROAD BRANCH
	Plot No.55-C, 56-C, Central Commercial Area,
	Block-2, PECHS, Karachi
12	MEMON GOTH BRANCH
	Plot No.232 Deh. Malh, Tapu Dersano Chano,
	Murad Memon Goth, Karachi
13	CLOTH MARKET BRANCH
	Shop No.28, Ground Floor, Cochinwala Market,
	Bunder Road Quarters, Karachi
14	GOLE MARKET BRANCH
	Plot # 16, Row # 18, Sub-Block-F in Block-III,
	Gole Market, Karachi
15	NORTH KARACHI INDUSTRIAL AREA
	1/1, Sector 12-A,
	North Karachi Industrial Area, Karachi
16	WATER PUMP BRANCH
	Plot # 9, Block-16, Scheme # 16,
	Federal "B" Area, Karachi
17	NORTH NAPIER ROAD BRANCH
	Plot # 32/2, Survey # NP-10, Sheet # 10
	Napier Quarters, Napier Road,
	Karachi
18	SHAHEED-E-MILLAT ROAD BRANCH
	Show Room # G-01, Sagar Heights, Block-3,
	M.S.G.P. Cooperative Housing Society,
	Shaheed-d-Millat Road, Karachi
19	SITE BRANCH
	B/9-B-2,
	SITE, Karachi
20	JAMSHED QUARTER BRANCH

	House # 13/B, Plot # 710/6,
	Survey Sheet # J.M. Quarters,
	Karachi
21	DHORAJEE BRANCH
	Plot # 35/243, Block 7&8,
	C.P. Berar Cooperative Housing Society,
	Dhorajee Colony, Karachi
22	M.A. JINNAH ROAD BRANCH, KARACHI
	Plot # 70/1, Native Infantry Lines,
	M.A. Jinnah Road, Karachi
23	PREEDY STREET BRANCH
	Property bearing # 326/2, Artillery Maidan,
	Preedy Street, Saddar Karachi
24	GIZRI BRANCH
	Commercial Plot No.G-1/2 & 23
	Lower Gizri Bazar Area,
	Clifton Cantonment, Karachi
25	NEW CHALLI BRANCH
	Property Bearing # 37, Survey Sheet # SR-7,
	Serai Quarters New Challi, Karachi
26	KARACHI ADMINISTRATION SOCIETY BRANCH
	Plot # SA/90, Block-8, KAECHS Society,
	Opposite Shaheed-e-Millat Road,
	Karachi
27	LIAQUATABAD BRANCH
	Plot # 2, Block-3, Machine Area
	Survey Sheet # 7/9, Liaquatabad, Karachi
28	UNIVERSITY ROAD BRANCH
	Shop # 2 & 3 Bearing Plot # SB-13,
	Ground Floor, Gulshan Centre, Block-13-C,
	Scheme-24, Gulshan-e-Iqbal, Karachi
29	BUFFERZONE NAGAN CHOWRANGI BRANCH
	Plot No. 32, Sector 11-H,
	North Karachi Township Scheme, Karachi

30	GULISTAN-E-JOHAR BRANCH
	Shop # 7 & 8, Casim Paradise, Block-18,
	Scheme 33, Gulistan-e-Johar, Karachi
31	TIMBER MARKET BRANCH
	Plot Survey # 22 (Old Survey # E-5/3-14),
	Lawrence Quarter, Siddique Wahab Road,
	Timber Market, Karachi
32	NEW KARACHI BRANCH
	Plot # AS-24, Street # 3, Sector # 5-H,
	North Karachi Township
33	MOHAMMAD ALI SOCIETY BRANCH
	Plot No.39/F, Mohammad Ali Society,
	Karachi
34	SOHRAB GOTH BRANCH
	Shop # 14/A & B, 15/A & B, Ground Floor,
	Al-Asif Square, Sohrab Goth,
	Karachi
35	STOCK EXCHANGE BRANCH, KARACHI
	Property No. 142 & 143, Third Floor,
	Stock Exchange Building,
	Karachi
36	LEA MARKET BRANCH, KARACHI
	Plot Survey # 2, Lea Quarters,
	Lea Market, Karachi
37	DHA Phase-IV
	Shop # 1,2,3, and 4, Plot No.III
	9 th Commercial Street, Phase-IV,
	DHA, Clifton Cantonment, Karachi
38	GULSHAN-E-MAYMAR BRANCH
	Plot No.SB-016, Sector-7, Sub-Sector IV,
	Gulshan-e-Maymar , Karachi
39	SHERSHAH BRANCH
	Plot No.D/95, Shop# A-1 & A-2,
	SITE Area,
	Karachi

40	BAHADURSHAH ZAFAR MARKET BRANCH
	Property No.G-3 of R.B. 11/22, III-A-239-B,
	Rambagh Quarters, Gwali Lane No.1,
	Karachi
41	GULSHAN-E-HADEED BRANCH
	Plot No.C-53, Phase-I,
	Gulshan-e-Hadeed,
	Karachi
42	SIR SYED HOSPITAL – SUB BRANCH
	Plot No.887, Block-A, Korangi Road,
	Near KPT Interchange, Qayyumabad,
	Opposite DHA Phase-VII Ext. Karachi
43	SINDH SECRETARIAT – SUB BRANCH
	C.S. No.409, Sheet No. AM-1,
	Artillery Maidan Quarter,
	Karachi
44	KHAYABAN-E-ITTEHAD BRANCH
	Plot No.52-C & Shop No.2,
	Khayaban-e-Ittehad, DHA, Phase-IV,
	Karachi
45	MALIR CANTT. BRANCH
	Plot No.11, Block-S, Cantt. Bazar Area,
	Malir Cantonment, Karachi
46	WEST WHARF BRANCH
	Plot No. 20, Warehouse Area,
	West Wharf Road, Karachi
47	METROVILLE BRANCH
	Plot No.F-5, Block-3, Category-B, KDA Scheme,
	Metroville No.1, S.I.T.E.,
	Karachi
48	LANDHI BRANCH
	Quarter No.14/10, Block-5 D,
	Landhi Township, Karachi
49	GARDEN EAST BRANCH

	Plot No. GRE-491/2-B, Shop No.2 & 3,
	Seven Star Residency,
	Garden East Quarters, Karachi
50	PIB COLONY BRANCH
	Shop No. 2, Plot No.340,
	Pir Illahi Bux Co-operative Housing Society Ltd.,
	PIB Colony, Karachi
51	MEHMOODABAD BRANCH
	Plot No.476 & 476A, MAC-II
	Mehmoodabad, Karachi
52	KHAYABAN-E-SHAHBAZ BRANCH
	Plot No.11-C, Shop No.1 & 2, Ground Floor,
	Shahbaz Lane-2, Phase-VI,
	Pakistan Defence Housing Authority, Karachi
53	NORTH NAZIMABAD BRANCH
	Plot No.B-65, Block-L,
	Improvement Scheme # 2, North Nazimabad, Karachi
54	PECHS COMMERCIAL AREA BRANCH
	Plot No.187-3A, Shop No. 3 & 4,
	Ground Floor, Dawood Apartment,
	Block-2, PECHS, Karachi
55	SAFOORA GOTH BRANCH
	Plot No.SB-23, Shop No.2, Euro Heights,
	Block-7, KDA Scheme # 36, Gulistan-e-Johar, Karachi
56	TEEN TALWAR CLIFTON BRANCH
	Shop No.10, Quality Heights,
	Block-8, Clifton, Karachi
57	DHA PHASE-II BRANCH
	Plot No. 13-C, Commercial Area "A",
	DHA Phase-II, Karachi
58	PIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY BRANCH
	Plot No.B-44, Block-9, KDA Scheme # 36,
	PIA Employees Co-Operative Housing Society,
	Gulistan-e-Jauhar, Karachi

INTERIOR SINDH BRANCHS

1	NAUDERO BRANCH
	Naudero Sugar Mills, Main Larkana Road,
	District Larkana
2	KHAIRPUR BRANCH
	Ground Floor, Syed Ramzan Ali Shah
	Trade Centre, Khairpur Mirs
3	NAUSHAHRO FEROZ BRANCH
	Property Jaryan No. 185/28-5-2005,
	Deh Survey No.137, Main Naushahro Feroz Road
	Opposite National Savings Centre Taluka
	Naushahro Feroz
4	DADU BRANCH
	Plot No.54, RS No.987, Opposite Degree College,
	Dadu City, District Dadu
5	LARKANA BRANCH
	Ground Floor, City Survey No. 799,
	Raza Shah Mohalla, VIP Road, Larkana
6	SUKKUR BRANCH
	Plot No. C-550/17, Shalimar, Minara Road,
	Sukkur
7	SEHWAN BRANCH
	Plot No./Survey No.20/49/1951,
	Alam Channa Mohalla, Sehwan, District Jamshoro
8	GHOTKI BRANCH
	Plot/City Survey No.890, Ward-B,
	Main Deviri Sahib Road, Ghotki
9	SHAH DADKOT BRANCH
	Building Survey No.652, Ward C,
	Main Kotoo Motoo Chowk, Shahdadkot
10	SHIKARPUR BRANCH
	Survey No.34/3, Ward No.23, Station Road,
	opposite Library, Shikarpur

11	HYDERABAD BRANCH
	Property No.91/3-4, Main Saddar Cantt, Hyderabad
12	HALA BRANCH
	Survey No. 1397/88, Ward B, Gulshan Fahim Colony, Hala, District Matiari
13	KOTRI BRANCH
	City Survey No.290, Ward-A, Shop No.8-10, Plot No.1, River Point Kotri, District Jamshoro
14	MIRPURKHAS BRANCH
	Plot No. RCN-18, Survey No.864/6, Main Umerkot Road, Mirpurkhas
15	QASIMABAD, HYDERABAD BRANCH
	Plot No.11, Rs No.274/1, Faraz Villas, Qasimabad, Hyderabad
16	TANDO ADAM BRANCH
	Shop No.1,2,3, Prime Tower, Hogani Colony, Hyderabad Road, Tando Adam, District Sanghar
17	TANDO ALLAYAR BRANCH
	Plot No.4-4A & 5, Survey No.272/1, Al Habib Plaza, Main Tando Allahyar Hyderabad Road, Tando Allahyar
18	TANDO MUHAMMAD KHAN BRANCH
	Plot. Survey No.34, Jaryan No.13/10-7-08, Tando Muhammad Khan
19	BADIN BRANCH
	Plot / Survey No.157, Main Bus Stop, Hyderabad Badin Road, Badin
20	MITHI BRANCH
	Plot/Jaryan No.50, Opposite Hyderi Hotel, Mithi
21	SHAHEED BENAZIRABAD, NAWABSHAH BRANCH
	Plot No.2481/13, VIP Road, near Doctor's Colony, Nawabshah, District Shaheed Benazirabad

22	THATTA BRANCH
	Survey No.115, near Badshahi Masjid,
	Thatta Sijawal Road, Thatta
23	KANDHKOT BRANCH
	S.No.167, opposite Shams petroleum Services
	Deh Akhero Kandhkot
	District Kashmore Kandhkot
24	MATIARI BRANCH
	Plot # 125, Situated Ward-A Town
	Opposite NADRA Office,
	Matiari
25	RATODERO BRANCH
	City Survey No.795/5, Ward B,
	Ratodero Bus Stand, Ratodero
	Larkana
26	DADU SUGAR MILLS BRANCH – SUB BRANCH
	Pyaro Goth, Distt. Dadu
27	BAWANI SUGAR MILLS BRANCH – SUB-BRANCH
	Ahmed Nagar, Talhar Distt.
	Badin
28	SHAHDADPUR BRANCH
	City Survey No.543, 548 Muhaga Land
	Station Road, Shahdadpur
	District Sanghar
29	KUNRI BRANCH
	Plot No. 10, Survey No.263/4,
	Block-6 Deh Garaho, Main Station Road,
	Kunri, District Umerkot.
30	PANO AQIL BRANCH
	Property Survey No.436, Main Pano Aqil Sukkur Road,
	Taluka Pano Aqil, District Sukkur.
31	THUL BRANCH
	Property No.484, Kandhkot Road,
	Thul, District Jacobabad

32	SANGHAR BRANCH
	Plot No.A-B, City Survey No.124/A-B
	Cooperative Housing Society, Sanghar
33	MIRPUR MATHELO BRANCH
	Plot No.24(2-01) Deh, Tapo Mirpur,
	Main Mirpur Mathelo Road, District Ghotki
34	KASHMORE BRANCH
	Jaryan No.874, Main Kashmore Kandhkot Road,
	Kashmore District Kandhkot.
35	DAHARKI BRANCH
	Survey No.446, Main Daharki Road,
	Taluka Daharki, District Ghotki
36	LATIFABAD HYDERABAD BRANCH
	Plot No. 06, Block-D, Unit No. VII,
	Latifabad, Hyderabad
37	JACOBABAD BRANCH
	Property No.232, Ward-6,
	Main Quetta Road, Jacobabad.
38	KHOSKI SUB BRANCH
	Khoski Sugar Mills Ltd. Khoski,
	District Badin
39	MORO BRANCH
	Plot No.14, Main Road Moro,
	District Noshero Feroze
40	MEHAR BRANCH
	Shop No.1086, Ward-A, Mehar,
	District Dadu
41	ROHRI BRANCH
	City Survey No.2181/9, Ward-B,
	Mohallah Kot Janullah Shah,
	G.T. Road, Rohri, District Sukkur
42	BHAN SAEEDABAD BRANCH
	Jaryan No.698, Main Bhan Saeedabad Road,
	District Jamshoro

43	THATTA CEMENT COMPANY BRANCH (SUB-BRANCH)
	Thatta Cement Company Limited, Makli Ghulamullah Road, Thatta
44	SAJAWAL BRANCH
	Plot No.CS-239/2 & 239/3, Mohalla Ward, Near UBL, Sajawal, District Thatta
45	UMERKOT BRANCH
	Plot No.52, Survey No.111, Umerkot Nagori Society, Tehsil & District Umerkot
46	GAMBAT BRANCH
	Plot No.2153-A, Near Sui Gas Office, Main Gambat Road, District Khairpur
47	SHIKARPUR RICE MILLS – SUB BRANCH
	Shikarpur Rice Mills, Main Jacobabad Road, Village Lodhra, District Shikarpur
48	TANDO ALLAHYAR SUGAR MILLS
	Tando Allahyar Sugar Mills, Deh Kanidar, UC Sanjar Chang, Taluke Chamber, District Tando Allahyar.
49	QAMBAR SHAHDADKOT BRANCH
	City Survey No.121 & 122, Ward-B, Near Shahi Bazar Station Road, Qambar, Shahdadkot
50	SAKRAND BRANCH
	Shop No.355/1-4, 356, 357, 367, Main Sakrand Road, Taluka Sakrand, District Shaheed Benazirabad
51	BADAH BRANCH
	Juryan No.87, Main Badah Road, Badah, Tehsil Dokri, District Larkana
52	SAEEDABAD BRANCH
	Shop No.53/2-36, Main Saeedabad Road, Taluka Saeedabad, District Matiari

53	PIR JO GOTH BRANCH
	Shop No.2180, Anaj Mandi, Pir Jo Goth, Taluka Kingri, District Khairpur
54	KHAIRPUR NATHAN SHAH BRANCH
	Shop No.C/407-A, Taluka Khairpur Nathan Shah, District Dadu
55	ISLAMKOT BRANCH
	Plot No.17, 18 & 20, Near Jamia Masjid Taluka Islamkot, District Tharparkar
56	CITIZEN COLONY BRANCH
	Shop No.3-7, Royal City Project, Citizen Colony, Jamshoro Road, Hyderabad
57	KANDIARO BRANCH
	Jaryan No.1588, Opposite Zarai Taraqiati Bank Ltd. Hospital Road, Taluka Kandiaro, District Naushero Feroze
58	DIGRI BRANCH
	Plot No.28, Shop No.14 & 15, Mir Ghulam Hyder Town Housing Scheme, Mirpurkhas Road, Taluka Digri, District Mirpurkhas
59	MILITARY ROAD SUKKUR BRANCH
	Survey No.717, Main Military Road, Sukkur
60	GHARO BRANCH
	Jaryan No.197, Main National Highway Road, Taluka Gharo, District Thatta
61	JAMSHORO BRANCH
	Plot No.A-133, Sindh University Employees Co-operative Housing Society, Phase-I, Taluka Kotri, District Jamshoro
62	QAZI AHMED BRANCH
	Survey No.313, Main Qazi Ahmed Road, Taluka Qazi Ahmed, District Shaheed Benazirabad
63	UBARO BRANCH
	Survey No.714 & 722, Main Ubaro Road, Taluka Ubaro, District Ghotki

64	MARKET AREA, HYDERABAD BRANCH
	Shop No.A/1194, Ward-A,
	Market Road, Hyderabad
65	GHOUSPUR BRANCH
	Shop No.1 & 2, Shahi Bazar,
	Near Shah Hussain Masjid Ghouspur,
	Taluka Kandhkot, District Kashmore-Kandhkot

	<u>PUNJAB BRANCHES</u>
-	<u>GROUP BUSINESS HEAD – NORTH</u>
-	-
-	-
1	BLUE AREA ISLAMABAD BRANCH
	Shop No. 1-5 & Mezzanine 1, Sohrab Plaza,
	Jinnah Avenue, Blue Area, Islamabad
2	BANK ROAD RAWALPINDI BRANCH
	S.No.167, opposite Shams petroleum Services
	Bank Road, Rawalpindi
3	DHA Y BLOCK LAHORE BRANCH
	Plot No.159, Sector Y, Commercial Area,
	Defence Housing Authority, Lahore Cantt
4	G.T. ROAD GUJRANWALA BRANCH
	Property No. B-XII-7S-60/A, Bhatia Nagar.
	G.T.Road, Gujranwala
5	BAHRIA TOWN LAHORE BRANCH
	Shop No.1, 2 & 3, Ground Floor, D Plaza,
	Commercial Area, Bahria Town, Lahore
6	GHURKI, LAHORE BRANCH
	Khawat No. 8, Khatooni No.576/568, Khata No.
	156/702, Ghurki Union Council, District Lahore

7	Chak Ghanian, Gujrat
	Village & PO Chak Ghanian, Tehsil Sarai Alamgir,
	District Gujrat
8	LILA JEHLUM BRANCH
	Post Office Lilla Town, Tehsil Pind Daden Khan,
	District Jehlum
9	PINDI BHAUDDIN BRANCH
	Village Pindi Bahauddin, Rasool Road,
	Tehsil & District Mandi Bahauddin
10	ASHRAFABAD, BAHAWALPUR BRANCH
	Ashrafabad Sugar Mill, Village Ashrafabad,
	Distrtict Bahawalpur
11	DALWAL, CHAKWAL BRANCH
	Village & Post Office Dalwal, Tehsil Choa Saidan
	Shah, District Chakwal
12	CIRCULAR ROAD BRANCH, LAHORE
	Shop No.1, SE-38-R-55/D,
	Opposite Akbari Mandi
	Circular Road, Lahore
13	E-11 BRANCH, ISLAMABAD
	Plot No.1, Sector E-11/3,
	M.P.C.H.S, Islamabad
14	LALAMUSA BRANCH
	Plot No.1/123 Tehsil Kharian,
	Lalamusa, District Gujrat
15	SARGODHA BRANCH
	Prince Cinema Market,
	Railway Road, Sargodha
16	JOHAR TOWN LAHORE BRANCH
	Plot No. 7, Block-B, Near Allah Hoo Chowk
	Johar Town, Lahore
17	ALLAMA IQBAL TOWN LAHORE BRANCH
	503-Karim Block (Commercial)
	Allama Iqbal Town, Lahore

18	MUREE ROAD BRANCH
	K-583, Ch. Mouladad Khan Road,
	Main Murree Road, Rawalpindi
19	MAIN BOULEVARD GULBERG BRANCH
	61-Main Bolulevard, Gulberg
	Lahore
20	RAJA BAZAR BRANCH
	Shop No.U/1328, Dingi Khuee,
	Raja Bazar, Rawalpindi
21	LIDHAR BRANCH
	Village Lidhar, Wagha Town,
	Lahore
22	BURKI BRANCH
	Khasra # 1523, Khewat # 50, Khatoni # 82,
	Village Burki, Lahore
23	PWD HOUSING SOCIETY ISLAMABAD
	3-Civic Center, Block-A
	PWD Employees Cooperative Housing Society
	Islamabad
24	CHUNG BRANCH LAHORE
	Kheot No. 1579, Khatoni No.2479, Shadab Colony,
	Mouza Chohang Panjgran Multan Road, Tehsil & Distt. Lahore
25	WALTON ROAD LAHORE
	House No.E/48, Khasra No.2328/280, Kheot No.1,
	Khatoni No.537, Super Town, Walton Road, Lahore
26	VILLAGE KAHNA BRANCH
	Hakim Ghulam Hussain Colony,
	Mozoa Gajomata, Kahna
	Distt. Lahore
27	SHAHRAH-E-FATIMA JINNAH (QUEENS ROAD) BRANCH
	G-4, G-12 & 13, Queens Center,
	33-Shahrah-e-Fatima Jinnah (Queens Road), Lahore
28	TARAMARI BRANCH ISLAMABAD

	Khewat No.18, Khatoni No.19, Khasra No.197/139,
	Taramari, Tehsil & District Islamabad
29	DERA GHAZI KHAN BRANCH
	Opposite Medical Collge,
	Jampur Road, Dera Ghazi Khan
30	FAISALABAD BRANCH
	7-D, Commercial Area,
	People Colony No.1, Faisalabad
31	JANDIALA DHABWALA BRANCH
	Khewat No.216, Khatoni No.512-514,
	G.T. Road, Jandiala Dhabwala,
	Near Motorway Police Office, District Gujranwala
32	G.T. ROAD JEHLUM BRANCH
	Property No. 17, Kohinoor Plaza,
	Old G.T. Road, Jehlum
33	RAHIM YAR KHAN BRANCH
	24 Model Town
	Rahim Yar Khan
34	PECO ROAD BRANCH LAHORE
	Plot No.1-C/P-II, Phase-III,
	Main Peco Road, Lahore
35	SATGARAH OKARA
	Adda Chow, Sat Garah,
	Tehsil and District Okara
36	HARAPPA BRANCH
	Main G.T. Road,
	Near Harappa Railway Station,
	Harappa, District Okara
37	KUNJAH BRANCH
	Plot No. 5-A/15, Ward No.3, Kunjah,
	Tehsil & District Gujrat.
38	SIALKOT BRANCH
	Khasra No.834/2, Khatooni # 39, Khewat No.29,
	Shahab Pura Road, Near Masjid Tajdar-e-Madina

	Sialkot
39	OKARA BRANCH
	Khasra # 52/12/1, Khewat # 428, Khatoni No.1085,
	Mian Colony, M.A. Jinnah Road,
	Okara
40	MAIN BOULEVARD DHA LAHORE BRANCH – SUB BRANCH
	Shop No. 4, Mujtaba Plaza,
	Main Boulevard, DHA, Lahore Cantt.
41	ABDALI ROAD MULTAN BRANCH
	64-Abdali Road,
	Multan
42	MANAWALA BRANCH SHEIKHUPURA
	Main Bazar Village Manawala,
	Sheikhupura
43	MIAN CHANNU BRANCH
	Khewat No.635, Khatooni No.647,
	Khasra No.1671 & 1672, Lakar Mandi,
	Mian Channu, District Khanewal
44	PESHAWAR ROAD RAWLPINDI
	Plot No.1211, Chur Harpal,
	Near Govt. College for Women,
	Peshawar Road, Rawalpindi
45	MORR AMINABAD BRANCH
	Khasra No.1215/1 & 2, Khewat No.968, Khatoni No.1126
	Main G.T. Road, Morr Aminabad, District Gujranwala
46	MOHLANWAL BRANCH
	Khewat No.126, Khatoni No.524 to 527,
	Main Defence Road, Village Mohlanwal, Lahore
47	KALRA KHASA BRANCH
	Khewat No.91, Khatoni No.140, Khasra No.648,
	G.T. Road, Near Vita Fan, Shabnum Colony,
	Kalra Khasa, Tehsil & District Gujrat
48	WAPDA TOWN LAHORE – SUB BRANCH
	Plaza No.12, Block-A-1, PECHS,

	Valencia (Commercial Area),
	Wapda Town, Lahore
49	DHA PHASE-VI LAHORE
	15-C, Main Boulevard
	DHA Phase-VI, Lahore
50	CHICHAWATNI BRANCH
	Plot No.376,
	Main Bazar Chichawatni, District Sahiwal
51	NANKANA SAHIB BRANCH
	Khewat No.309, Khatoni No.521
	Khasra No.1503 & 1504, Ghala Mandi,
	Tehsil & District Nankana Sahib
52	RAIWIND BRANCH LAHORE
	Plot No.177-A, Ali Town,
	Main Raiwind Road, Lahore
53	WAH CANTT BRANCH
	82-A, Minar Road,
	Lala Rukh, Wah Cantt.
54	DHA PHASE-V, LAHORE BRANCH
	Plot No.CCA-39, Phase 5-C,
	Defence Housing Authority, Lahore
55	MUGHAL PURA BRANCH
	Plot No.13, Street No.17,
	Near Lalpul, Mughal Pura, Lahore
56	FEROZEPUR ROAD BRANCH
	Khasra No.1188/1, 15-KM,
	Main Ferozpur Road,
	Near Kamaha Metro bus Station, Lahore
57	TOBA TEK SINGH BRANCH
	Khewat No.7/7, Khatoni No.7,
	Allama Iqbal Road, Mohalla Janj Ghar,
	Toba Tek Singh
58	GAGGO MANDI BRANCH

	Khewat No.58, Chak No.187/E.B.
	Opposite Police Station, Main Multan Road,
	Gaggo Mandi, Tehsil Burewala, District Vehari
59	GILGIT BRANCH
	Khasra No.104/5093-5339, Khewat No.185/185,
	Z.S. Plasa, Main Shahrah-e-Quaid-Azam, Gilgit
60	CHINIOT BRANCH
	Khewat No.3133/3117, Khasra No.13557/9602,
	Chah Karian Wala, Faisalabad Road, Chiniot
61	ALI PUR CHATHA BRANCH
	Khewat No.979, Khatooni No.1414, Khasra No.3620/1683,
	Gujranwala Road, Ali Pur Chatha,
	Tehsil Wazirabad, District Gujrawanwala
<u>KPK & MIRPUR AJK</u>	
1	PESHAWAR BRANCH
	Shop No. 4, Ground floor, Jasmine Arcade,
	1-Bashir lane, Fakhar-e-Alam Road, Peshawar
2	G.T. ROAD BRANCH
	Shop No.1 & 2 Jibrán Adeel Plaza
	Bilal Town, G.T. Road,
	Peshawar
3	MIRPUR AZAD KASHMIR BRANCH
	Ground Floor, Portion No.2, Younus Plaza,
	Allama Iqbal Road, Mirpur, Azad Jammu & Kashmir
4	MANSEHRA ROAD ABBOTTABAD BRANCH
	Opposite Radio Pakistan, Mansehra Road,

	Abbottabad
5	KARKHANO MARKET BRANCH
	C-Block, Palace Plaza,
	Karkhano Market, Regi Lalma,
	Peshawar
6	UNIVERSITY ROAD PESHAWAR BRANCH
	Khata No.179/661 & 662 New Khata
	Jamabandi No.193/738, University Road,
	Peshawar
7	BANK ROAD MUZAFFARABAD
	Khasra No.1845/1314,
	Bank Road, Muzaffarabad
8	HAYATABAD BRANCH
	Unit No.13, Sector D-1, Phase-1,
	Bilal Commercial Market, Hayatabad, Peshawar

<u>BALUCHISTAN</u>	
1	JINNAH ROAD QUETTA BRANCH
	Shop# 20-21, Ward # 18, Main M.A. Jinnah Road,
	Quetta
2	LIAQAT BAZAR QUEETA
	Property Bearing Khasra No.75, 76, 77 & 79,
	Ward-22, Halqa Arban No.1,
	Tehsil City Quetta
3	CHAMAN BRANCH
	Khasra No.1311 & 1312,
	Dularam Road, Chaman
4	DERA MURAD JAMALI BRANCH
	Khatoni # 3014, Block # 84,
	National Highway Main Bazar,

	Dera Murad Jamali, District Naseerabad
5	GAWADAR BRANCH
	Khewat No. 1, Khatooni No.1, Vide No.301-304
	Moza Thani Ward, Gawadar.
6	ZHOB BRANCH
	House # H/176-A, Shop # H/148,
	Tehsil Road, Zhob
7	HUB BRANCH
	Shop No.1 & 2,
	International Shopping Mall 7 Hotel Mouza Baroot,
	Tehsil Hub, District Lasbella
8	SIRKI ROAD BRANCH
	Commercial Plot # C-48-A,
	Small Industrial Estate, Sirki Road, Quetta



SINDH BANK LIMITED
PROCUREMENT OF SUPPLY & INSTALLATION OF UPS
(01 KVA)

Sindh Bank Limited, operating currently with a network of 225 branches in 111 cities across the country, would like to invite sealed bids under SPPRA rules, 2010 (Amended 2013) for the supply & installation of following item as per the detail given below:-

Detail	Tentative Requirement	Availability of Tender / Bid Documents	Last Date for Submission of Bid	Tender / Bid Opening Date
UPS-01 KVA	03 x UPS (01 KVA)	08/01/2015 TO 27/01/2015 (DURING WORKING HOURS)	28/01/2015 UP TO 1030 HOURS	28/01/2015 AT 1130 HOURS

Tender documents containing evaluation criteria and other relevant details may be collected (during office hours) on submission of a written request on company's letterhead from the following address on payment of Rs. 500/- (Non-Refundable), through pay order in the name of "SINDH BANK LIMITED".

Attachment of pay order of 5% of the total bid cost as a Bid Security in the name of SINDH BANK LIMITED with the FINANCIAL PROPOSAL is mandatory. No tender will be accepted without Bid Security & such tender(s) will be rejected at the spot.

Bidders may download the bidding document from Sindh Bank Ltd / SPPRA websites and deposit the same along with the tender fee.

In case of undesirable circumstances on submission/opening date & time or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time & venue.

This advertisement is available on the web-sites of Sindh Bank Limited (www.sindhbankltd.com) & SPPRA (www.pprasindh.gov.pk).

Address for submission and venue for opening of Tender Documents is as under:

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, Pakistan
Office: (92-21) 35829403 & 35829363 Fax: (92-21) 35870543 E-mail: shahzad.begg@sindhbankltd.com

Note:

The likely expense expected to incur in respect of Supply & Installation of UPS (1 KVA) will be less than Rs 1 million, so the advertisement will be hoisted on Sindh Bank Limited and SPPRA web-sites only.

SNDB/COK/ADMIN/TD/_____/2015

COPY NO: _____

Sindh Bank Limited

Tender Document
Supply & Installation of One KVA UPS

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DEFINITIONS

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

“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 for Supply & Installation of One KVA UPS in Karachi Region. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

Bidders will be selected under procedure described in this tender document in accordance with the Sindh Public Procurement Rules 2010 (Amended 2013) and instructions to bidders ITB given under SPPRA bidding document for national competitive bidding Pakistan – procurement of goods, which can be found at www.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010. (Amended 2013)

This TENDER Documents 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)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.sppra.org will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

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 (Amended 2013), 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. Adding of any condition on the said format will not be taken in to consideration.

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. (attached as Annexure “A”)	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return (attached as Annexure “B”)	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attached as Annexure “C”)	Yes	No
4	Declared Qualified in Demonstration Phase	Refer Section- Scope of Work	Yes	No
Overall Result			Qualified / Disqualified	

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(Specimen attached as Annexure “I”) on stamp paper from the owner of the company, In case of non-provision of evidence, the company will be straight away disqualified
3. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
4. In case the lowest bid offered in same between two or more bidders the successful bidders will be the one who has highest turnover for the last three years of the two.

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 a warning letters by the Sindh Bank in the past to the bidder for unsatisfactory performance.
 - c. The company will be considered disqualified from the very outset, if not GST registered.
 - d. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only that bid will be accepted.
 - e. Offers alternate bid.
 - f. Non Attachment of Annexure “A” & “I”.

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.

Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring agency.

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 10 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.

Failure of the successful Bidder to comply with requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bid.

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 requires One KVA UPS on need basis.

Equipment	UPS
Capacity	One KVA UPS, 0.85 Power Factor (Load)
Quantity	Three
INPUT	
Voltages	220 V to 250 V
Frequency	47 to 53 CPS
DC	10 V to 14V
Output	
Voltages	220 V
Frequency	50 CPS
Frequency Tolerance	Plus/minus 1, at battery mode
Voltages Tolerance, battery mode	Plus/Minus 7%
Transfer Time	
Voltages Wave form	Sine Wave
Battery	
Type	Dry, Maintenance free
Capacity	Up to 1200 AH at 12 V or as per required back up at full load.
Battery Low Level	10.8 V
Battery Cut off	10 V
Battery mount	External racks
Chargers	
Charging Voltage	13.6 V DC, plus/ minus .2 V
Charging current	120 Amps, Max, adjustable
Back at full load	Up to 120 hours (5 days)
Over Charge Protection	On above 14.5 V
Display	
Display and Control Panel	On/Off, trst button, by pass switch charging current adjustment
Indicator	Power on, Load on UPS, Back up LCD Light, Over Load, Over load, over voltages, over temperature, 3 stage load Level.
Protection	Overload, Over temp, UPS off 5 steps battery level
Noise Level	Less than 45 db at 1 m
Storage Temp	Up to 50 C
Cooling	Enforced Fan
Design	ISO 9001 to 2000
Complete Replacement Warranty	One Year

Note

- This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first and the bidder must provide a demo unit immediately (within two working days) for necessary inspection/verification of the above specifications. If the 1st lowest bidder is disqualified in inspection/verification phase, then next lowest bid will be evaluated.
- Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.
- On qualification of a bidder during this process no further evaluation will be done.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2015-2016)

Name of Bidder _____

S. No.	Description	Approximate Quantity Required Per Branch	Rate Per Unit/Item	Total Branches	*Total Amount
1	One KVA UPS	01		03	

**This total amount will be taken as lowest submitted price offered by the vendor.*

Note

1. The company will be considered disqualified from the very outset, if not GST registered.
2. **The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.**
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned branch.
4. **Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. If the item is not provide/installed on due date (date given on supply order) a fine of Rs.5, 000/-per day will be deducted from the bill.
6. Warranty period of 1 year is mandatory.
7. 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 equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
7. 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.
8. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment 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.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. 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.
11. The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
12. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.

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.(Amended 2013)

“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 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 (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.

5.2.4 Annexures

BID FORM	(Annexure “A”)
BID SECURITY FORM	(Annexure “B”)
PERFORMANCE SECURITY FORM	(Annexure “C”)
INTEGRITY PACT	(Annexure “D”)
SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure “E”)
FORM OF CONTRACT Non Disclosure Agreement	(Annexure “F”)
AGREEMENT	(Annexure “G”)
SPECIAL STIPULATIONS	(Annexure “H”)
AFFIDAVIT/UNDERTAKING	(Annexure “I”)

6. BID FORM

FORM OF BID

Tender Reference No.....

Dated: _____, 2015

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 understand that all the Annexures attached hereto form part of this Bid.

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 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:

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

Name & Address of Bidder in Block Capital

Dated this _____ day of _____ 2015.

[Signature] *[In the Capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Witness;

Signature; _____

Name: _____

Address:-----

Occupation:-----

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 One KVA UPS

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 ____ 2015.

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 _____ 2015 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 _____ 2015.

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 _____ 2015.
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

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 2015

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 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as “THE BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“THE BANK” intends to acquire the services of “Supplier” for Supply & Installation of UPS-01 KVA, (goods) for its Three branches in Karachi 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 and installation 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, installed and made operational, 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 parts 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 product/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 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.
- Delivery will be made by the Supplier as prescribed by the Bank.
- The cost must include all taxes, installation, labour including delivery charges upto Mall Road Branch Lahore.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, 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.

Warranty

- The warranty of the goods is One year comprehensive onsite from the date of delivery.

Payment Schedule:

100 % of the total amount for the Supply & Installation of Servo Motor Type Voltage Stabilizer 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 visit all branches to confirm the specifications of the supplied items as provided in offered product 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:-

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

SPECIMEN

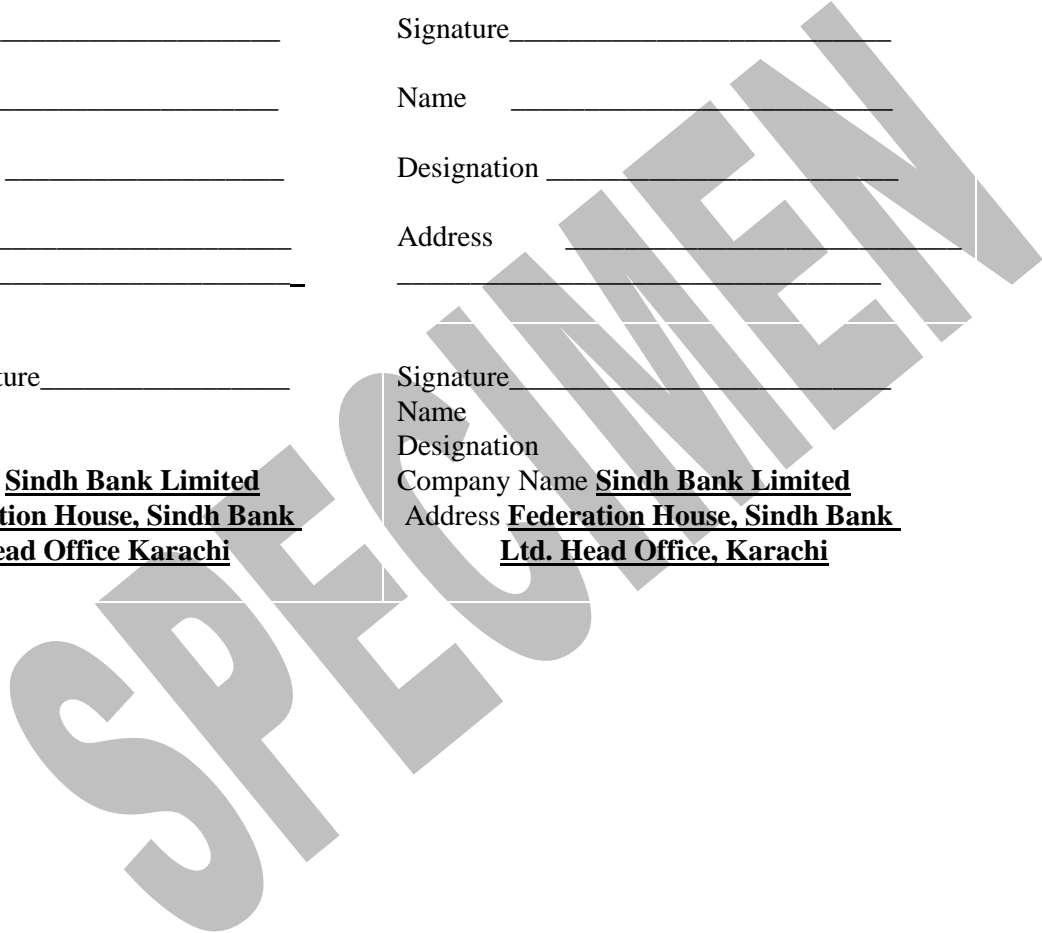
In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

Supplier Signature _____
Name _____
Designation _____
Company Name _____
Address _____
Stamp _____

Witness:
Signature _____
Name _____
Designation _____
Address _____
Stamp _____

Customer Signature _____
Name _____
Designation _____
Company Name **Sindh Bank Limited**
Address **Federation House, Sindh Bank**
Ltd. Head Office Karachi
Stamp _____

Signature _____
Name _____
Designation _____
Company Name **Sindh Bank Limited**
Address **Federation House, Sindh Bank**
Ltd. Head Office, Karachi



13. SPECIAL STIPULATIONS Annexure “H”

Clause Conditions of Contract.

1	Engineer’s Authority to issue variation in emergency.	15% of the Contract Price stated in the Letter of Acceptance.(as per SPPRA)
2	Amount of Performance Security	5% of Contract Price stated in the Letter of Acceptance.
3	Time for Furnishing Programme	Within 45 days from the date of receipt of Letter of Acceptance.
4	Time for Commencement	Within 7 days from the date of receipt of Engineer’s Notice to Commence which shall be issued within Seven (7) days after signing
5	Time for Completiondays from the date of receipt of Engineer’s Notice to Commence.
6	Defect Liability Period	Six month from the effective date of taking over Certificate.
7	Percentage of Retention Money	10% will be retained by Sindh Bank Ltd. On Final Payment..

ANNEXURE “I”

14. UNDERTAKING/AFFIDAVIT

To be typed on Rs.100/- Stamp Paper

ANNEXURE I

AFFIDAVIT / UNDERTAKING
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)

I, _____ S/o _____, Proprietor/Representative of
M/s _____, having NTN # _____, holding CNIC #
_____, do hereby state on solemn affirmation as under:-

1. That I am deponent of this affidavit / undertaking and proprietor / Representative of _____, hence, fully conversant with the facts of the same.
2. That the above named firm has not been adjudged an insolvent from any Court of law.
3. That no execution of decree or order of any Court remains unsatisfied against the firm.
4. That the above named firm has not been compounded with the creditors.
5. That my/our firm has not been convicted of a financial crime.
6. That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____
Dated: _____

DEPONENT
(PROPRIETOR / REPRESENTATIVE)

Solemnly affirmed and stated by the above named deponent, personally, before me, on
this _____ day of _____ 201 , who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

SNDB/COK/ADMIN/TD/_____/2015

COPY NO: _____

Sindh Bank Limited

Tender Document
Supply & Installation of UPS Batteries

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DEFINITIONS

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

“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 for Supply & Installation of UPS Batteries on need basis. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

Bidders will be selected under procedure described in this tender document in accordance with the Sindh Public Procurement Rules 2010 (Amended 2013) and instructions to bidders ITB given under SPPRA bidding document for national competitive bidding Pakistan – procurement of goods, which can be found at www.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.(Amended 2013)

This TENDER Documents 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)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.sppra.org will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

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 (Amended 2013), 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. Adding of any condition on the said format will not be taken in to consideration.

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. (attached as Annexure “A”)	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return (attached as Annexure “B”)	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attached as Annexure “C”)	Yes	No
4	Offices in minimum 03 major cities. office in Karachi is mandatory	Complete address along with PTCL landline numbers (attached as Annexure “D”)	Yes	No
4	The offered product must have been supplied / installed by the manufacturer in 03 countries including Pakistan	Certificates from Manufacturer (attached as Annexure “E”)	Yes	No
5	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (attached as Annexure “E”)	Yes	No
Qualified / Disqualified				

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 (Specimen attached as Annexure “I”) on stamp paper from the owner of the company, In case of non-provision of evidence, the company will be straight away disqualified
3. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
4. In case the lowest bid offered in same between two or more bidders the successful bidders will be the one who has highest turnover for the last three years of the two.

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 a warning letters by the Sindh Bank in the past to the bidder for unsatisfactory performance.
 - c. The company will be considered disqualified from the very outset, if not GST registered.
 - d. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only that bid will be accepted.
 - e. Offers alternate bid.

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.

Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring agency.

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 10 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.

Failure of the successful Bidder to comply with requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bid.

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) requires Supply & Installation of UPS Batteries in its Branches for countrywide regions on need basis. The quantity may vary as per the schedule of opening of branches, and accordingly Bank will not be responsible if the quantity asked is not as per the scope given below and in this context no claim will be entertained.

List of Branches attached as Annexure “J”. It is mandatory for bidder to comply each clause of the agreement without any condition enclosed as Annexure “G”.

Approximate Quantity Required per Branch

S.No	Type of Quantity of UPS Batteries	Tentative Quantity required per Branch	Total Branches	Tentative Total Quantity
01	12 V 40 AH	6 Batteries	60	360
02	12 V 12 AH	20 Batteries	30	600

Specification of UPS Batteries		
S.No	Description	Specification
1	Technology	AGM / VRLA
2	Type	Dry, Maintenance free
3	Volt	12
4	Capacity	40 AH and 12 AH
5	Use	UPS
6	Charging time	4 to 6 hours
7	Technology	Europe / USA/ Japan
8	Principal	Europe / USA/ Japan
9	Manufacturing	China/Taiwan/Korea under the supervision of principal
10	Useful life	three years
11	Replacement warranty	One year
12	Operating Temperature	Up to 40 Degree C

Note

- This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first and the bidder must provide a demo unit immediately (within two working days) for necessary inspection/verification of the above specifications. If the 1st lowest bidder is disqualified in inspection/verification phase, then next lowest bid will be evaluated.
- Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.
- On qualification of a bidder during this process no further evaluation will be done.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2015-2016)

Name of Bidder _____

S.No	Types	Unit Cost	Tentative Quantity	Total Amount
01	12 Volt 40 AH		360	
02	12 Volt 12 AH		600	
*Grand Total				

**This Grand total amount will be taken as lowest submitted price offered by the vendor.*

Note

1. The company will be considered disqualified from the very outset, if not GST registered.
2. **The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.**
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned branch.
4. **Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. If the item is not provide/installed on due date (date given on supply order) a fine of Rs.5, 000/-per day will be deducted from the bill.
6. Warranty period of 1 year is mandatory.
7. 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 equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
7. 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.
8. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment 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.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. 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.
11. The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
12. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.

Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

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.(Amended 2013)

“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.

5.2.4 Annexures

BID FORM	(Annexure “A”)
BID SECURITY FORM	(Annexure “B”)
PERFORMANCE SECURITY FORM	(Annexure “C”)
INTEGRITY PACT	(Annexure “D”)
SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure “E”)
FORM OF CONTRACT Non Disclosure Agreement	(Annexure “F”)
AGREEMENT	(Annexure “G”)
SPECIAL STIPULATIONS	(Annexure “H”)
AFFIDAVIT/UNDERTAKING	(Annexure “I”)
LIST OF BRANCHES	(Annexure “J”)

Annexure “A”

6. BID FORM

FORM OF BID

Tender Reference No.....

Dated: _____, 2015

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 understand that all the Annexures attached hereto form part of this Bid.

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:

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

Name & Address of Bidder in Block Capital

Dated this _____ day of _____ 2015.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Witness;

Signature; _____

Name: _____

Address:-----

Occupation:-----

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 UPS Batteries

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 ____ 2015.

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 _____ 2015 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 _____ 2015.

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 _____ 2015.
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

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 2015

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 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as “THE BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“THE BANK” intends to acquire the services of “Supplier” for Supply & Installation of UPS-Batteries, (goods) for 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 and installation 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, installed and made operational, 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 parts 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 product/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 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.
- Delivery will be made by the Supplier as prescribed by the Bank.
- The cost must include all taxes(including stamp duty), installation, labor including delivery charges upto Sindh Bank Ltd Branches.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, 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.

Warranty

- The warranty of the goods is One year comprehensive onsite from the date of delivery.

Payment Schedule:

100 % of the total amount for the Supply & Installation of Servo Motor Type Voltage Stabilizer will be paid within one month of invoice submission by the supplier.

Performance Guarantee:

10% 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 visit all branches to confirm the specifications of the supplied items as provided in offered product 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:-

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

SPECIMEN

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 _____

Witness:
Signature _____
Name _____
Designation _____
Address _____
Stamp _____

Customer Signature _____
Name _____
Designation _____
Company Name **Sindh Bank Limited**
Address **Federation House, Sindh Bank**
Ltd. Head Office Karachi
Stamp _____

Signature _____
Name _____
Designation _____
Company Name **Sindh Bank Limited**
Address **Federation House, Sindh Bank**
Ltd. Head Office, Karachi

13. SPECIAL STIPULATIONS Annexure “H”

Clause Conditions of Contract.

1	Engineer’s Authority to issue variation in emergency.	15% of the Contract Price stated in the Letter of Acceptance.(as per SPPRA)
2	Amount of Perform	1% of Contract Price stated in the Letter of Acceptance.
3	Time for Furnishing Programme	Within 45 days from the date of receipt of Letter of Acceptance.
4	Time for Commencement	Within 7 days from the date of receipt of Engineer’s Notice to Commence which shall be issued within Seven (7) days after signing
5	Time for Completiondays from the date of receipt of Engineer’s Notice to Commence.
6	Defect Liability Period	Six month from the effective date of taking over Certificate.
7	Percentage of Retention Money	10% will be retained by Sindh Bank Ltd. On Final Payment..

ANNEXURE “I”

14. UNDERTAKING/AFFIDAVIT

To be typed on Rs.100/- Stamp Paper

Annexure I

AFFIDAVIT / UNDERTAKING
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)

I, _____ S/o _____, Proprietor/Representative of
M/s _____, having NTN # _____, holding CNIC #
_____, do hereby state on solemn affirmation as under:-

1. That I am deponent of this affidavit / undertaking and proprietor / Representative of _____, hence, fully conversant with the facts of the same.
2. That the above named firm has not been adjudged an insolvent from any Court of law.
3. That no execution of decree or order of any Court remains unsatisfied against the firm.
4. That the above named firm has not been compounded with the creditors.
5. That my/our firm has not been convicted of a financial crime.
6. That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____
Dated: _____

DEPONENT
(PROPRIETOR / REPRESENTATIVE)

Solemnly affirmed and stated by the above named deponent, personally, before me, on
this _____ day of _____ 201 , who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

15. List of Branches

Annexure “J”

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

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

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

125	ASHRAFABAD, BAHAW. - RUA
126	DALWAL, DISTT. CHAKW - RUA
127	GULBERG BR, LHR
128	A. IQBAL TOWN, LHR
129	JOHAR TOWN, LHR
130	SARGODHA
131	LALA MUSA
132	E-11 ISLAMABAD
133	RAJA BAZAR, RWP
134	MURREE RD, RWP
135	CIRCULAR RD, LHR
136	VILLAGE LIDHAR - RUA
137	VILLAGE BURKI - RUA
138	WALTON ROAD, LHR
139	TARAMARI CHOWK - RUA
140	VILLAGE CHUNG - RUA
141	P.W.D. HOUSING SOC. ISB
142	SHAHRAH-E-FATIMA LHR
143	KAHANA LHR - RUA
144	RAHIMYAR KHAN
145	DERA GHAZI KHAN
146	DHABWALA, WAZIRABAD - RUA
147	VILLAGE SATHGARH - RUA
148	HARAPA - RUA
149	JEHLUM
150	FAISALABAD
151	SIALKOT
152	MULTAN
153	KALRA KHASA - RUA
154	KUNJAH - RUA
155	PECO RD, LHR
156	MORR. AIMANABAD - RUA
157	MANNAWALA - RUA
158	OKARA
159	MOHLANWAL, LHR - RUA
160	PESHAWAR ROAD, RWP
161	MIAN CHANNU
162	DHA PHASE 6, LHR
163	NANKANA SAHIB
164	MAIN BAZAR, CHICHAWATANI
165	WAH CANT, RWP
S.No.	Name of Branch
166	DHA PHASE 5, LHR
167	MUGHALPURA, LHR -RUA

168	FEROZEPUR, LHR
169	RAIWIND, LHR
170	CHINIOT
171	ALI PUR CHATTAHA
172	TOBA TEK SINGH
173	GAGGO MANDI
174	JINNAH RD, QTA
175	LIAQUAT BAZAR, QTA
176	CHAMAN
177	ZHOB
178	DERA MURAD JAMALI
179	GAWADAR
180	HUB
181	SIRKI ROAD
182	PESHAWAR CANTT
183	G.T. ROAD, PESHAWAR
184	UNIVERSITY RD, PESHAWAR
185	MANSEHRA RD, ABBOTABAD
186	KARKHANO MKT, PESHAWAR
187	HAYATABAD, PESHAWAR
188	MIRPUR AZAD KASHMIR
189	MUZAFFARABAD AJK
190	GILGIT BRANCH
191	Sub-Br: Dadu Sugar Mill
192	Sub-Br: Shikarpur Rice
193	Sub-Br: Sir Syed Hospital
194	Sub-Br: Sindh Secretariat
195	Sub-Br: Tandoallayar Sugar
196	Sub-Br: Bawani Sugar Mill
197	Sub-Br: Khoski Sugar Mill
198	Sub-Br: Thatta Cement Co.
199	Sub-Br: DHA Main Boulevard
200	Sub-Br: Wapda Town
201	Davis Road Lahore
202	Khayban-e-Ittehad IBB
203	Head Office, Karachi

S.No.	Name of Branch
1	Sindhi Muslim Society
2	Bahadurabad
3	Shirin Jinnah Colony
4	Cattle (Bhens) Colony
5	Chaudhary Khaliq-uz-zaman Road

6	Hyderabad Gari Khata
7	Hyderabad Journalist Society
8	Khipro, District Sanghar
9	Matli, District T.M.Khan
10	Mehrabpur, District Naushahroferoz
11	Nasirabad, District Larkana
12	Tando Jam Taluka Hyderabad(Islamic)
13	Garhi Khairo Distt. Jacobabad
14	Gari Shahu, Allama Iqbal Road
15	Khanewal
16	Kasur
17	The Mall, Lahore(Islamic)
18	Mouza Gojra Tehsil Malakwal, District Mandi Bahauddin
19	Village Meran, Tehsil Prova, District D.I.Khan
20	Ali Wala, Tehsil & District Muzafar Garh
21	F-7, Islamabad (Islamic)
22	Kohat
23	Debgari Garden Peshawar(Islamic)