

**SNDB/COK/ADMIN/TD/616/2015**

COPY NO: \_\_\_\_\_

# **Sindh Bank Limited**

## **Tender Document Photocopier Machine on Rental Basis**

*This report contains ,65 pages*

## Contents

DEFINITIONS	i
1 INVITATION FOR BIDS (IFB)	1
2 INSTRUCTION TO BIDDERS (ITB)	2
2.1 Correspondence Address	2
2.2 Eligible Bidders	2
2.3 Corrupt Practice	2
2.4 Preparation of Bids	3
2.4.1 Bidding Process	3
2.4.2 Cost of Bidding	3
2.4.3 Language of Bid	3
2.4.4 Technical Proposal	3
2.4.5 Financial Proposal	3
2.4.6 Bid Currencies	3
2.4.7 Bid Security	3
2.4.8 Bid Validity	3
2.5 Submission of Bids	4
2.5.1 Sealing and Marking of Bids	4
2.5.2 Response Time	4
2.5.3 Extension of Time Period for Submission of Bids	5
2.5.4 Clarification of Bidding Documents	5
2.5.5 Late Bids	5
2.5.6 Withdrawal of Bids	5
2.5.7 Cancellation of Bidding Process	5
2.5.8 Mechanism for Redressal of Grievances	6
2.5.9 Review Panel	8
2.5.10 Matters not subject to Appeal or Review	8
2.6 Opening and Evaluation of Bids	8
2.6.1 Opening of Bids by SNDB	8
2.6.2 Clarification of Bids	9
2.6.3 Preliminary Examination	9
2.6.4 Supplier Evaluation Criteria	9
2.6.5 Scoring Criteria	10
2.6.6 Discussions Prior to Evaluation	10
2.7 Award of Contract	12
2.7.1 Award Criteria	12
2.7.2 SNDB's Right to Accept Any Bid and to reject any or all Bids	12
2.7.3 Notification of Award	12
2.7.4 Signing of Contract	12
2.7.5 Performance Security	12
2.7.6 General Conditions of Contract	13
2.7.7 Special Conditions of Contract	13
2.7.8 Integrity Pact	13
2.7.9 Non Disclosure Agreement	13

3	SCOPE OF WORK/TECHNICAL SPECIFICATION	14
4	FINANCIAL PROPOSAL	15
5	<b>CONTRACT</b>	<b>20</b>
5.1	Conditions Of Contract	20
5.1.1	Definitions	20
5.1.2	Law Governing Contract	20
5.1.3	Notice	20
5.1.4	Authorized Representative	21
5.1.5	Taxes and Duties	21
5.1.6	Effectiveness of Contract	21
5.1.7	Expiration of Contract	21
5.1.8	Modifications or Variations	21
5.1.9	Force Majeure	21
5.1.10	Termination	22
5.1.11	Good Faith	23
5.1.12	Settlement of Disputes	23
5.1.13	Data Ownership	23
5.1.14	Obligations of the Supplier	23
5.2	Special Conditions of Contract	25
5.2.1	Performance Security	25
5.2.2	Payment	25
5.2.3	Price	25
	Annexure “A”	26
	Annexure “B”	28
	Annexure “C”	29
	Annexure “D”	30
	Annexure “E”	31
	Annexure “F”	32
	Annexure “G”	35
	Annexure “H”	40
	Annexure “I”	65

## **DEFINITIONS**

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

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

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

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

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

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

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

**“Conflict of Interest”** means -

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

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

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

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

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

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

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

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

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

“**Government**” means the Government of Sindh;

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

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

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

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

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

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

**“SNDB”** means the Sindh Bank Limited;

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

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

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

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

## **I INVITATION FOR BIDS (IFB)**

Sindh Bank Limited (SNDB) invites proposal from candidates for photocopier machine on rental basis for its 225 branches in operation, 25 upcoming branches and its Head Office. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2013), which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2013).

This TD includes the following Sections:

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

Proposals must be submitted in drop box at the below mentioned address;

Yours sincerely,

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](http://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:

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 Floor, Federation House,  
Abdullah Shah Ghazi Road,  
Clifton,  
Karachi 75600

### **2.2 Eligible Bidders**

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

### **2.3 Corrupt Practice**

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



## **2.4 Preparation of Bids**

### **2.4.1 Bidding Process**

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [SPPRA Rule 46 (1-a & b)]

### **2.4.2 Cost of Bidding**

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

### **2.4.3 Language of Bid**

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

### **2.4.4 Technical Proposal**

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive. Standard Forms for Technical Proposal are available in Section [4].

### **2.4.5 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately. Standard Forms for Financial Proposal are available in Section [5].

### **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** separately. [SPPRA Rule 46 (1-a & b)]

*Technical Proposal may be submitted in duplicate (one original and one copy). In case any conflict, the original bid will be considered as final. 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)]

### **2.5.2 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)]

### **2.5.3 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.

### **2.5.4 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

### **2.5.5 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].

### **2.5.6 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)]

#### **2.5.7 Mechanism for Redressal of Grievances**

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

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

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

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

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

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

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

Mere fact of lodging of a complaint by a bidder shall not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

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

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

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

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

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

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

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

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall 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 misprocurement 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.**

**2.5.8 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)]

**2.5.9 Matters not subject to Appeal or Review**

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

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

**2.6 Opening and Evaluation of Bids**

**2.6.1 Opening of Bids by SNDB**

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

### **2.6.2 Clarification of Bids**

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

### **2.6.3 Preliminary Examination**

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

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

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

### **2.6.4 Supplier Evaluation Criteria**

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

### 2.6.5 Scoring Criteria

SNDB shall evaluate Eligibility /Technical Proposals using the following scoring criteria.

S. No.	Descriptions	Total Points	Points Obtained	Remarks	Remarks (Attachment of relevant evidence in each case is mandatory)	Attach evidence as Annexure
1	Years in business in relevant field	30		5 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "A"
		20		3 years and above		
		10		2 years		
2	Number of Offices in cities including Capital Territory & Federal Administration Territories	25		4	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "B"
		10		3		
		5		2		
3	Banks presently on Cliental List (For counting of each bank services to at least 10 branches are mandatory) for supply of relevant items	30		5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2015.	Annexure "C"
		20		3 and above		
		10		2		
4	Average yearly turnover in last 3 years	25		12 Million and above	Audit Report/Tax Returns	Annexure "D"
		10		6 Million and above		
		5		3 Million and above		
Total Marks		100			Qualified/Disqualified	

### ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification 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.
2. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
3. Acquiring of 70% marks of the total score will make the Bidder qualify in eligibility criteria.



### **MANDATORY**

1. GST/Income Tax Registration.
2. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
3. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company

### **DISQUALIFICATION**

**The bidder will be considered disqualified prior to or during technical/financial evaluation process or after award contract if:**

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered.
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "G" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
9. In the past, the coy's agreement has been prematurely been terminated after due qualification in any of the category of the tender.

## **2.6.6 Discussions Prior to Evaluation**

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

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

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

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

### **2.7.3 Notification of Award**

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

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

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

### **2.7.4 Signing of Contract**

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

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

### **2.7.5 Performance Security**

Within 15 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

#### **2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section [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 “E”]*

### 3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires photocopier services along with machines, papers and operator on rental basis for its Head Office Karachi, 225 branches in operation and 25 upcoming branches to be opened in country wide regions.

The photocopier machine & scanner machine (for selected branches region wise only) are required to be placed within one month of award of contract in 225 branches in country wide regions (List of Branches are attached as Annexure “J”). If the complete assignment will not be delivered at the designated branches with the above mentioned given period, the vendor will be fined Rs.1,000/- per branch.

The tender will stand cancelled, if the 80% of the machines are not delivered & made operational after 45 days of issue of work order.

Deployment of photocopier machine & scanner machine (for selected branches region wise only) in upcoming 25 branches will be intimated 10 days prior to the opening of branches & the vendor will be required to place the machine 3 days prior to the opening of branches. A fine of Rs.1,000/- per day will be levied for failure to supply after the date of opening of the branches,

#### Technical Specification

S. No.	Particular	Specifications
1	Photocopy Copier Speed	25 CPM Minimum
2	Display	Multi touch color display panel
3	Copy Size	A4, A3 & A5 (All Sizes)
4	Warm Time ( Off-On)	Less than 1 minute
5	Scanning	Scanner/Network Facility Built with 25 CPM to be provided separately for selected branches region wise only
6	Paper Quality (For Head Office)	A4 210 x 297 MM 70 gsm

The tentative quantity of branches for Deployment of Scanner Machines & Photocopier Machines in country wide regions are as under.

#### Region wise – Tentative Deployment of Scanning & Photocopier Machines

S. No.	Region	Tentative No. of Branches where two Machines are required (Scanner Machine + Photocopier Machine)	Tentative No. of Branches where only Photocopier Machines are required	Total
1.	Karachi	35	35	70
2.	Interior Sindh	20	55	75
3.	Northern Region (Including KPK, AJK & Punjab) & Balochistan	45	60	105
<b>Total</b>		<b>100</b>	<b>150</b>	<b>250</b>

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2015-2016)

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

#### PART-1

For Head Office-Clifton, Karachi.

S.No	Description	Per Copy Charges (a)	Estimated Monthly Quantity (b)	Amount in Rs. (a x b)
01	<u>Monthly Rental with</u> a. 4 X Photocopier Machines (1 X Machine along with Photocopier & Scanner Facility) b. Paper as per specification given  *(Inclusive of Maintenance, Supply of backup machine & spares consumable parts)		10,000 copies	
02	Photo Copier Machine Operator Charges (Office Hours from 0900 to 1800 Hours) (wages per month)			
<b>Total Amount in Rs. = (Amount (S.No 1 + 2))</b>				

**For Karachi City Branches**

**PART-2**

**1. With Scanners & Photocopier Machines**

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (a)
01	<p><b>*Per Branch Monthly Rental with</b>                      a. 1 X Photocopier Machine                      b. 1 X Scanner Machine                      *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)</p>		35	

**1. With Photocopier Machine**

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (b)
01	<p><b>*Per Branch Monthly Rental with</b>                      a. 1 X Photocopier Machine                      *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)</p>		35	

<b>Total Amount(Part 2) = (a) + (b)</b>	
---	--

**PART-3**

**For Interior Sindh Branches**

**1. With Scanners & Photocopier Machines**

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (c)
01	<b>*Per Branch Monthly Rental with</b> a. 1 X Photocopier Machine b. 1 X Scanner Machine  *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)		20	

**2. With Photocopier Machine**

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (d)
01	<b>*Per Branch Monthly Rental with</b> a. 1 X Photocopier Machine  *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)		55	

<b>Total Amount(Part 3) = (c) + (d)</b>	
---	--

**PART-4**

**For Northern Region (Including KPK, Punjab & AJK) & Balochistan Region Branches**

**1. With Scanners & Photocopier Machines**

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (e)
01	<p><b><u>*Per Branch Monthly Rental with</u></b>                      a. 1 X Photocopier Machine                      b. 1 X Scanner Machine                      *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)</p>		45	

**2. With Photocopier Machine**

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (f)
01	<p><b><u>*Per Branch Monthly Rental with</u></b>                      a. 1 X Photocopier Machine                      *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)</p>		60	

<b>Total Amount(Part 4) = (e) + (f)</b>	
---	--

**\*Grand Total amount in Rs. = [Total Amount (Part 1 + Part 2+Part 3 + Part 4)] x [12 (Months)]**

=

Rs. \_\_\_\_\_

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

**Note:**

1. 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 then, bid will be accepted.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, maintenance & transportation charges upto Sindh Bank Ltd Branches.
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 officer.
4. Calculation of bid security. 5% of the \*(Grand Total) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
5. 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.



6. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
7. The Tender will stand cancelled if the item are not supply within 1 month of issue of supply order.
8. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
9. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.
10. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the 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.
11. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
12. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
13. It will sole responsibility of the bidder to ensure that the machines remain in operation at all time.
14. **No additional charges will be paid for repair/maintenance of all supplied items.**
15. Standby operator must report to Head Office, Sindh Bank Limited within one hour in case the regular operator is found absent. A fine of Rs.100 per hour will be charged in case the replacement report late than one hour as mentioned above.
16. The operator wages will be as per Sindh Labour Law.
17. Bidder shall arrange for sound packing and marking at his own cost during transit to avoid any loss.
18. All preventive and corrective maintenance of the machines inclusive of supply of spares and consumables parts shall be the responsibility of the bidder.
19. In case, the performance of a machine is found to be unsatisfactory or is found to be in state of beyond repair, the bidder will be responsible for providing suitable replacement of the machine within span of 48 hours of lodging the complaint.

**We, hereby accept all the terms and conditions as given above.**

---

(Signature of bidder with name, Designation and Company Seal)

Dated: \_\_\_\_\_

## **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 (Amendment 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 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

#### **5.1.8 Modifications or Variations**

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

#### **5.1.9 Force Majeure**

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

##### **5.1.9.1 No Breach of Contract**

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

terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **5.1.9.2 Extension of Time**

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

#### **5.1.10 Termination**

##### **5.1.10.1 Termination by SNDB**

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

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

##### **5.1.10.2 Termination by the Supplier**

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

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

##### **5.1.10.3 Payment upon Termination**

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

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

#### **5.1.11 Good Faith**

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

#### **5.1.12 Settlement of Disputes**

##### **5.1.12.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

##### **5.1.12.2 Arbitration**

If the SNDB and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

#### **5.1.13 Data Ownership**

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

#### **5.1.14 Obligations of the Supplier**

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SNDB, and shall at all times support and safeguard the SNDB legitimate interests in any dealings with Sub-Suppliers or third Parties.

**5.1.14.1 Conflict of Interest**

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

**5.1.14.2 Confidentiality**

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

## **5.2 Special Conditions of Contract**

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

### **5.2.1 Performance Security**

The amount of performance security shall be five (5 %) percent of the Contract Price

### **5.2.2 Payment**

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

- a. All advance payment will be made against valid bank guarantee(s).
- b. SNDB will effect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.

**Annexure “A”**

**BID FORM**

**IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE  
TAILORED SEPARTELY FOR EACH TENDER DOCUMENT**

Date \_\_\_\_\_, 2015

To,

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement 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 understand, and agree, in conformity with the said bidding documents for the sum of \_\_\_\_\_ [insert amount in words and figures].

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

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

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by SNDB.

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

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

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



Name & Address of Agent

\_\_\_\_\_  
\_\_\_\_\_

Am \_\_\_\_\_ Agency

(If none, State none)

We understand that you are not to be accepted the lowest tender you may receive.

Dated this \_\_\_\_\_ 2015.

\_\_\_\_\_  
Signature (In the Capacity of)

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

**SPECIMEN**

Annexure “B”

**BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid and [date of submission of bid] for the Supply of Photocopier on Rental Basis.

KNOW ALL PEOPLE by these presents that [name of the Bidder] [address of Bidder] [country], having our registered office at [address of bank] hereinafter called “the Bank”, are bound unto SNDB (hereinafter called “the Purchaser”) in the sum of [amount] 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 [date] day of [month] 2015.

THE CONDITIONS of this obligation are:

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

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

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

*[Signature and Seal of the Bank]*

**Annexure “C”**

**PERFORMANCE SECURITY FORM**

To,

Head of Administration Division  
SINDH BANK LIMITED  
Head Office  
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 served] (hereinafter called “Contract”).

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

THEREFORE WE hereby confirm 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, on your first written demand declaring the Supplier / Contractor to be in default of the Contract and without any delay 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 of 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”

### 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. or payable or payable 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 artificial person including the affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as a consultation fee or otherwise, with the object of obtaining or procuring the procurement of any contract, right, interest, privilege or other obligation or benefit in any form from GoP, except that which has been expressly declared in the above.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or relating 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] assumes full responsibility and strict liability for making any false declaration, representation or warranty, for concealing facts or taking any action likely to defeat the purpose of the 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 rights or remedies available to GoP under any law, contract or otherwise, be liable 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 practice 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”**  
**SCHEDULE OF OPENING & SUBMISSION OF BID**

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

## Annexure “F”

### FORM OF CONTRACT

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

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

1. The Effective Date of this Agreement is \_\_\_\_\_ 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 and future information such as:
  - Trade secrets;
  - Financial information, including pricing;
  - Technical information, including research, development, processes, algorithms, data, designs, and know-how;
  - Business information, including operations, pricing, marketing interests, and products;
  - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
  - Information required during any facilities
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 receiving from the Discloser;
  - Is or becomes publicly available through means of the Recipient;
  - Is independently developed by the Recipient without a breach of the Agreement;
  - Is disclosed by the Recipient with the Discloser's prior written approval; or
  - Is required to be disclosed by operation of the court order or other governmental demand (including a subpoena); 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) received notice from the governmental authority requiring the Process and such notice has been denied, or consented in writing to the production or disclosure of Confidential Information in response to the Process, or (c) taken no action to object to its inclusion in the Confidential Information within 14 business days of 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 in connection with such dispute.

9. This Agreement imposes no obligation on a Party to disclose Confidential Information, proceed with any business opportunity, purchase, sell, lease and transfer or otherwise make use of any technology, services or patents.
10. Each Party acknowledges that damages or compensation for Confidential Information may be irreparable and the injured party is entitled to seek equitable relief, including injunctive and preliminary injunctive relief 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 assigned or transferred by a Party 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 and all such counterparts together with any version transmitted via e-mail and any other electronic communication taken together shall be deemed to constitute the agreement if 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”

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

#### WHEREAS:

“THE BANK” intends to acquire the services of Supplier for Provision of Photocopier on Rental Basis(goods) for its Branches and Supplier agrees to provide services to the Bank, as per tender opening date \_\_\_\_\_, along with detail of description and specifications as mentioned in Financial Proposal which is attached herewith in marked Annexure \_\_\_\_\_.

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 \_\_\_\_\_ days shall be given for supply and installation of requisite supplies and it shall be completed within \_\_\_\_\_ days, thereafter supplies will be made available at the site.
- The Supplier shall supply the supplies as per specifications of the tender within 04 days from the date of issuance of Purchase Order by the Bank.
- Subject Tender Agreement will be valid for a period of upto Three (3) years (the “Term”) from the Effective Date of the Agreement (hereinafter referred to as the “Term Commencement Date”) subject to termination in accordance with the provisions of this Agreement, the term may be renewed for such further period(s) and on such term and conditions as may be mutually agreed between the Parties
- A fine of Rs 1000/- per day will be charged, if even after 1 month of issuance of Purchase order, 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 10 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the performance security and

cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.

- Supplier agrees to maintain adequate inventory of the goods so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is made without any extra cost to the Bank.
- The Supplier also undertakes to bear all duties of stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice Tax, Excise Tax, Income Tax (if any) and all other incidental charges etc, up to the place of destination.
- The Bank reserves the right to check the goods ensure that it is provided as per specification in the tender document. If any repairs are required at the time of supply or later, the Bank reserve the right to request full and complete security and 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 to different locations prescribed by the Bank.
- The cost must include all taxes, stamp duty, installation, labor including delivery charges upto all branches of the Bank in country wide locations.
- Supplier undertakes to take care of any observation arising in respect of quality of the goods within the warranty period, the supplier will be liable to attend his obligation 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. 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 such communication is addressed, or when sent to such representative at the given address.
- A party may change its address for notice by giving a notice in writing of such change, at the time of said occasion.

Payment Schedule:

- Bill will only be processed on the following conditions:
- a. Certificate of satisfaction from the concerned Branch Manager.
  - b. If the observation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by the bank & billed amount will be deducted from the amount due to supplier. Risk & subsequent cost to this account will be the responsibility of the supplier and any subsequent expenses on the equipment will also be borne 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.

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, decides to terminate this Agreement.
- If two (2) warning letters/emails are issued by the Bank for unsatisfactory client performance to the bidder

Goods Faith:

- The Parties undertake to act in good faith with respect to each other's rights under the 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 of any legal proceedings is essential for a smooth execution of the Agreement and the success of the agreement. The Parties shall use their best efforts to settle amicably any 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 dispute, or if negotiations, the dispute shall be referred to a panel of three arbitrators, two to be appointed by each party, in accordance with the Arbitration Act, 1993. The 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 or other interests, and shall avoid conflict with other assignments or their own corporate interests.

SNDB/COK/ADMIN/TD/ 613 /2015

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

# **Sindh Bank Limited**

## **Tender Document Supply & Installation of 3 KVA UPS**

*This report contains ;35pages*

## TABLE OF CONTENTS

<b>DEFINITIONS</b>	i
<b>1 INVITATION FOR BIDS (IFB)</b>	1
<b>2 INSTRUCTION TO BIDDERS (ITB)</b>	2
2.1 Correspondence Address	2
2.2 Eligible Bidders	2
2.3 Corrupt Practice	2
2.4 Preparation of Bids	2
2.4.1 Bidding Process	2
2.4.2 Cost of Bidding	2
2.4.3 Language of Bid	3
2.4.4 Technical Proposal	3
2.4.5 Financial Proposal	3
2.4.5 Bid Currencies	3
2.4.7 Bid Security	3
2.4.3 Bid Validity	4
2.5 Submission of Bids	4
2.5.1 Sealing and Marking of Bids	4
2.5.2 Response Time	4
2.5.3 Extension of Time Period for Submission of Bids	4
2.5.4 Clarification of Bidding Documents	4
2.5.5 Late Bids	5
2.5.6 Withdrawal of Bids	5
2.5.7 Cancellation of Bidding Process	5
2.5.8 Mechanism for Redressal of Grievances	5
2.5.9 Review Panel	7
2.5.10 Matters not subject to Appeal or Review	8
2.6 Opening and Evaluation of Bids	8
2.6.1 Opening of Bids by SNDB	8
<b>2.6.2 Clarification of Bids</b>	<b>8</b>
2.6.3 Preliminary Examination	8
2.6.4 Supplier Evaluation Criteria	9
2.6.5 Eligibility/Scoring Criteria	10
2.6.6 Discussions Prior to Evaluation	11
2.7 Award of Contract	12
2.7.1 Award Criteria	12
2.7.2 SNDB's Right to Accept Any Bid and to reject any or all Bids	12
2.7.3 Notification of Award	12
2.7.4 Signing of Contract	12
2.7.5 Performance Security	12
2.7.6 General Conditions of Contract	13
2.7.7 Special Conditions of Contract	13
2.7.8 Integrity Pact	13
2.7.9 Non Disclosure Agreement	13

3	SCOPE OF WORK / TECHNICAL PROPOSAL	14
4	FINANCIAL PROPOSAL	15
5	CONTRACT	16
5.1	Conditions Of Contract	15
5.1.1	Definitions	16
5.1.2	Law Governing Contract	16
5.1.3	Notice	16
5.1.4	Authorized Representative	17
5.1.5	Taxes and Duties	17
5.1.6	Effectiveness of Contract	17
5.1.7	Expiration of Contract	17
5.1.8	Modifications or Variations	17
5.1.9	Force Majeure	17
5.1.10	Termination	18
5.1.11	Good Faith	18
5.1.12	Settlement of Disputes	19
5.1.13	Data Ownership	19
5.1.14	Obligations of the Supplier	19
5.2	Special Conditions of Contract	20
5.2.1	Performance Security	20
5.2.2	Payment	20
5.2.3	Price	20
	Bid Form	(Annexure "A") 21
	Bid Security Form	(Annexure "B") 23
	Performance Security	(Annexure "C") 24
	Integrity Pact	(Annexure "D") 25
	Schedule of Availability, Opening & Submission of Bids	(Annexure "E") 26
	Form of Contract	(Annexure "F") 27
	Contract Agreement	(Annexure "G") 30
	Affidavit/Undertaking	(Annexure "I") 35

## DEFINITIONS

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

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

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

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

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

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

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

“**Conflict of Interest**” means -

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Government**” means the Government of Sindh;

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



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

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

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

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

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

**“SNDB”** means the Sindh Bank Limited;

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

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

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

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

## **1 INVITATION FOR BIDS (IFB)**

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for the Supply & Installation of 3 KVA UPS for its Branches on country wide region 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.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amendment 2013) issued thereunder (“SPPRA”) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amendment 2013). (SPPRA) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/)

This TD includes the following Sections:

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

Proposals must be submitted in drop box at the below mentioned address;

Yours sincerely,

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](http://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:

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 Floor, Federation House,  
Abdullah Shah Ghazi Road,  
Clinton,  
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(Amendement 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 PROPOSAL** separately. [SPPRA Rule 46 (1-a & b)]

#### **2.4.2 Cost of Bidding**

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

#### **2.4.3 Language of Bid**

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

#### **2.4.4 Technical Proposal**

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

#### **2.4.5 Financial Proposal**

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

#### **2.4.6 Bid Currencies**

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

#### **2.4.7 Bid Security**

The SNDB shall require the bidders to furnish the Earnest Money @ 5% of Bidding cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SNDB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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

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

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

The bid security shall be forfeited:

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

### **2.4.8 Bid Validity**

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

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

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

## **2.5 Submission of Bids**

### **2.5.1 Sealing and Marking of Bids**

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [SPPRA Rule 46 (1-a & b)]

### **2.5.2 Response Time**

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

### **2.5.3 Extension of Time Period for Submission of Bids**

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

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

### **2.5.4 Clarification of Bidding Documents**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SNDB shall respond to such queries in

writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

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

### **2.5.5 Late Bids**

Any bid received by SNDB after the deadline for submission of bids prescribed by SNDB pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

### **2.5.6 Withdrawal of Bids**

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

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

### **2.5.7 Cancellation of Bidding Process**

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

### **2.5.8 Mechanism for Redressal of Grievances**

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

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

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

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]

2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

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

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

**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.**

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

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

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

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

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

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

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

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

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

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall 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)]

#### **2.5.9 Review Panel**

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



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

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

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

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

#### **2.5.10 Matters not subject to Appeal or Review**

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

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

## **2.6 Opening and Evaluation of Bids**

### **2.6.1 Opening of Bids by SNDB**

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

### **2.6.2 Clarification of Bids**

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

### **2.6.3 Preliminary Examination**

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

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

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

#### **2.6.4 Supplier Evaluation Criteria**

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

### 2.6.5 Eligibility/Scoring Criteria

SNDB shall evaluate Eligibility/Technical Proposals using the following criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List (For counting of each bank services to at least 10 branches are mandatory) for supply of relevant items	30		5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2015.	Annexure "A"
		20		3 and above		
		10		1 and above		
2	Years in Business in relevant field	10		3 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		5		2 years and above		
		3		1 years and below		
3	Average Yearly Turn Over in Last 3 Years	10		40 Million and above	Audit Report / Tax Return	Annexure "C"
		5		20 Million and above		
		3		10 Million & above		
4	Number of Offices in cities including Capital Territory & Federal Administration Territories	10		4 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "D"
		5		3 and above		
		3		2 and above		
5	Company Proof of Import	20		Yes	Attach Previous Certificate/ Bill of Entry	Annexure "E"
		0		No		
6	Firm's Status	20		Public/Private Ltd	NTN Certificate/GST Registration/ Letter of Incorporation	Annexure "F"
		10		Partnership		
		5		Proprietorship		
<b>Total Marks</b>		<b>100</b>		<b>Qualified / Disqualified</b>		

#### ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification 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.
2. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
3. Acquiring of 70% marks of the total score will make the Bidder qualify in eligibility criteria.
4. **IMPORTANT: Submission of OEM certificate is mandatory with this tender or the bidder will be disqualify from the very outset.**

**MANDATORY**

1. GST/Income Tax Registration.
2. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
3. Attachment of Import History of Tender Items (Bill of Entry).
4. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
5. The supplied items should be in market for the last three (3) years(evidence from the banks will only be accepted)
6. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
7. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
8. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.

**DISQUALIFICATION**

**The bidder will be considered disqualified during technical/financial evaluation process or after award contract if:**

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered.
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. Warranty of supplied items is less than 2 year.
9. If the age of supplied item is less than 1 year in market (Attach evidence as Annexure "Z"). Evidence from financial institution/banks will only be acceptable.
10. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
11. After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
12. In the past, the coy's agreement has been prematurely been terminated after due qualification in any of the category of the tender.

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

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

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

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

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

### **2.7.3 Notification of Award**

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

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

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

### **2.7.4 Signing of Contract**

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

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

### **2.7.5 Performance Security**

Within 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security,

in which event SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

#### **2.7.6 General Conditions of Contract**

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

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

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

#### **2.7.8 Integrity Pact**

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

#### **2.7.9 Non-Disclosure Agreement**

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

### 3 SCOPE OF WORK / TECHNICAL PROPOSAL

Sindh Bank Limited (SNDB) requires Supply & Installation of UPS (3 KVA) in its Branches for ATM in countrywide regions on need basis.

**In said 3KVA UPS, the isolation Transformer will be installed at output of UPS**

<b><u>TECHNICAL SPECIFICATION OF 3 KVA UPS</u></b>		Qty
Make	UK/USA/ Europe/Eaton/APC/Emerson or Equivalent	<b>30</b>
Capacity	3 KVA	
Mode	True Online Double Conversion	
Phase	Single Phase in & Single Phase Out	
Input Voltage Range	180V-270V	
Input Frequency Range	47 Hz to 50 Hz (Support Generator) Automatically Adjustable	
Output Voltages	220V	
Output Frequency Range	50 Hz	
Output Wave form	Pure Sine Wave	
Output Power Factor	0.8 OR BETTER	
Backup Time	2 Hour OR More on Full Load (3 KVA)	
By Pass	Built in manual by pass	
Battery Type	Gel Type, Maintenance Free of at least 600 charges/discharges cycles	
Batteries Recharge Time	Full Charge of all batteries not more than 5 hours when all batteries are completely drained.	
Isolation Transformer	Galvanic Isolation Transformer at the OUTPUT	
Warranty	Two year unconditional replacement with new batteries/ UPS	
Delivery	4- weeks after issuing Purchase Order. UPS will be delivered and installed in all Over Pakistan at Sindh Bank Branch Premises without any additional cost to bank.	

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 2<sup>nd</sup> bidder is disqualified, then 3<sup>rd</sup> 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 \_\_\_\_\_

Description	Unit Rate	Quantity	*Total Amount
Supply & Installation of UPS- 3 KVA		30	

*\*This total amount will be taken as the financial bid offered by the vendor.*

#### Note

1. 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 then, bid will be accepted.
2. If the item is not provided/installed on due date (date given on supply order) a fine of Rs. 500/-per day will be deducted from the bill.
3. 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.
4. 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 officer.
5. Calculation of bid security. 5% of the \*(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
8. The Tender will stand cancelled if the item are not supply/installed within 10 days of issue of supply order.
9. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
10. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.
11. 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.
12. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
14. Warranty of 2 year is mandatory.

**We, hereby accept all the terms and conditions as given above.**

\_\_\_\_\_  
(Signature of bidder with name, Designation and Company Seal)

Dated: \_\_\_\_\_



## **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(Amendment 2013) (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 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

#### **5.1.8 Modifications or Variations**

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

#### **5.1.9 Force Majeure**

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

##### **5.1.9.1 No Breach of Contract**

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

##### **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 Supplier's fault.
- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### **5.1.10.3 Payment upon Termination**

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

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

### **5.1.11 Good Faith**

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

## **5.1.12 Settlement of Disputes**

### **5.1.12.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **5.1.12.2 Arbitration**

If the SNDB and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

## **5.1.13 Data Ownership**

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

## **5.1.14 Obligations of the Supplier**

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SNDB, and shall at all times support and safeguard the SNDB legitimate interests in any dealings with Sub-Suppliers or third Parties.

### **5.1.14.1 Conflict of Interest**

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

### **5.1.14.2 Confidentiality**

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

## **5.2 Special Conditions of Contract**

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

### **5.2.1 Performance Security**

The amount of performance security shall be 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.

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.

**Annexure "A"**

**BID FORM [IT SHOULD BE SPECIFIC TO EACH CONTRACT**

**AND WILL HAVE TO BE TAILORED SEPARTELY FOR EACH**

**TENDER DOCUMENT**

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 of the receipt of which I hereby duly acknowledged, we, the undersigned, offer to perform with the said bidding documents for the sum of currency \_\_\_\_\_ [total bid amount in words and figures].

We undertake, if our bid is accepted, to provide the work/related service], that will be in accordance with the terms outlined in the proposal and the contract.

Our firm, \_\_\_\_\_, any sub-contractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to Five percent (5%) of the Contract price for the due performance of the Contract, in the form prescribed by SNDB.

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

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

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

Name & Address of Agent

Amount and Currency

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If none, State none)

We understand that you are not bound to accept the lowest price if you so require.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

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

**SPECIMEN**

**Annexure "B"**

**BID SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank") have advanced a sum of \_\_\_\_\_ amount unto SNDB (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ which person(s) and truly to be made to the said Purchaser, the Bank binds itself, its successors, assigns and assigns, by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser the above amount upon receipt of its written demand, with the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will indicate the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

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

*[Signature and Seal of the Bank]*



**Annexure "C"**

**PERFORMANCE SECURITY FORM**

To,

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
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 work to be executed here] (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the bill of materials for the contract.

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor (for the total amount of the guarantee in words and figures), and we undertake to pay you, on your first written demand declaring the Supplier / Contractor to be in default of 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 for the sum specified therein.

This guarantee is valid for the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

**Annexure "D"**

**INTERGRITY PACT**

**Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010**

\_\_\_\_\_ [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. received or payable and not given or agreed to give and shall not give or agree to give to anyone, with or without Pakistan either directly or indirectly through any natural or legal 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 any whatsoever form from GoP, except that which has been fully 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 relating 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 or making any 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 a result 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 practice and to 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”**

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

Please refer to Notification Advertisement on the subject matter.

## Annexure "F"

### Form of Contract

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

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

1. The Effective Date of this Agreement is \_\_\_\_\_ 2015.
2. In connection with the Purpose, a Party may disclose certain information that 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 agreements entered into between the Parties and the discussions, negotiations and proposals related thereto; and
  - Information acquired during any business 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 advance 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;
  - Make copies of documents containing Confidential Information.
6. This Agreement imposes the obligation upon a Recipient with respect to Confidential Information that:
- Was known to the Recipient only as received from the Discloser;
  - Is not lawfully or justifiably in the public domain 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 any license, patent, trademark or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for breach of confidentiality of Confidential Information may be irreparable; therefore, each Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to any 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 Parties but 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 and all of which when taken together shall be deemed to constitute the agreement, where 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 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**

**Registered Address:**

**Name:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company Name:**

**Registered Address:**

**Name:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Annexure "G"

### Contract Agreement

### 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;

SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3<sup>rd</sup> Floor, Federation House, Shaheed Jinnah 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" has engaged the services of "Supplier" for Supply & Installation of 3KVA UPS. Supplier agrees to provide the following services to the bank, as per tender open date \_\_\_\_\_ along with Price Schedule mentioned in Financial Proposal which is attached hereto and forms part of Annexure-A:

The terms and conditions are as follows:

#### Terms & Condition

- 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 500/- 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 issue is met, without any extra cost to the Bank.
- The Supplier also undertakes to bear all charges of transport, freight, insurance, Customs Charges/Professional Tax / Sales Tax, Excise, and other taxes (if any) and all other incidental charges up to the place of destination.
- The Bank reserves the right to check the goods to ensure that they are provided as per specification in the tender document. For any defects/repairs, at the time of supply or later, the Bank reserves 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 as per the schedule prescribed by the Bank.
- The Supplier shall be responsible for all taxes, installation, and labor including delivery charges to all Sindh Bank Ltd Branches.
- Supplier hereby 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 2 year comprehensive onsite from the date of delivery.

#### Payment Schedule:

As per agreed schedule between SNDB and Supplier  
If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier



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 order and receiving 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 the tender document by the supplier. Any variation if found will disqualify the supplier and forfeiting of the performance security and will ultimate recommendation of SP/RS authority for blacklisting of the firm.

Authorized Representative:

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

Termination of Agreement by the Bank:

- If the Supplier, or the agent of the bank has engaged in corrupt or fraudulent practices to complete or in execution of the Agreement.
- If, as a result of Force majeure, the supplier is unable to perform a material portion of the Agreement 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.
- If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance to the Supplier

Goods Faith:

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

Settlement of Disputes:

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

Conflict of Interest:

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

**Support Escalation Matrix:**

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

<b>LEVEL-1</b>	Name/Designation (support staff)	
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-2</b>	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	
<b>LEVEL-3</b>	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	
<b>Note: Ensure that no column above left blank</b>		

**SPECIMEN**

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

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

Witness:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Name \_\_\_\_\_

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

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Stamp \_\_\_\_\_

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Company Name Sindh Bank Limited

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank

Address Federation House, Sindh Bank

Ltd. Head Office Karachi

Ltd. Head Office, Karachi

Stamp \_\_\_\_\_

**SPECIMEN**

**AFFIDAVIT/DECLARATION**

**ANNEXURE "I"**

(Ann "A")

To be typed on Rs.50/- Stamp Paper

**AFFIDAVIT / DECLARATION**

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

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

1. That the above named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.

That whatever stated above is true and correct as to the best of my knowledge and belief.

City: \_\_\_\_\_  
Dated. \_\_\_\_\_

**DEPONENT**  
(PROPRIETOR / REPRESENTATIVE)DIRECTOR

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/614/2015**

COPY NO: \_\_\_\_\_

# **Sindh Bank Limited**

## **Tender Document** **Supply & Installation of UPS Batteries**

*This document contains ;58 pages*

## **Table of Contents**

DEFINITIONS	i
1 INVITATION FOR BIDS (IFB)	1
2 INSTRUCTION TO BIDDERS (ITB)	2
2.1 Correspondence Address	2
2.2 Eligible Bidders	2
2.3 Corrupt Practice	2
2.4 Preparation of Bids	2
2.4.1 Bidding Process	2
2.4.2 Cost of Bidding	3
2.4.3 Language of Bid	3
2.4.4 Technical Proposal	3
2.4.5 Financial Proposal	3
2.4.6 Bid Currencies	3
2.4.7 Bid Security	3
2.4.8 Bid Validity	4
2.5 Submission of Bids	4
2.5.1 Sealing and Marking of Bids	4
2.5.2 Response Time	4
2.5.3 Extension of Time Period for Submission of Bids	4
2.5.4 Clarification of Bidding Documents	5
2.5.5 Late Bids	5
2.5.6 Withdrawal of Bids	5
2.5.7 Cancellation of Bidding Process	5
2.5.8 Mechanism for Redressal of Grievances	5
2.5.9 Review Panel	8
2.5.10 Matters not subject to Appeal or Review	8
2.6 Opening and Evaluation of Bids	8
2.6.1 Opening of Bids by SNDB	8
2.6.2 Clarification of Bids	8
2.6.3 Preliminary Examination	9
2.6.4 Supplier Eligibility Criteria	9
2.6.5 Eligibility Criteria	10
2.6.6 Discussions Prior to Evaluation	10
2.7 Award of Contract	12
2.7.1 Award Criteria	12
2.7.2 SNDB's Right to Accept Any Bid and to reject any or all Bids	12
2.7.3 Notification of Award	12
2.7.4 Signing of Contract	12
2.7.5 Performance Security	12
2.7.6 General Conditions of Contract	13
2.7.7 Special Conditions of Contract	13
2.7.8 Integrity Pact	13
2.7.9 Non Disclosure Agreement	13

3	SCOPE OF WORK/TECHNICAL SPECIFICATION		14
4	FINANCIAL PROPOSAL		15
5	<b>CONTRACT</b>		<b>16</b>
5.1	Conditions Of Contract		16
5.1.1	Definitions		16
5.1.2	Law Governing Contract		16
5.1.3	Notice		16
5.1.4	Authorized Representative		16
5.1.5	Taxes and Duties		17
5.1.6	Effectiveness of Contract		15
5.1.7	Expiration of Contract		17
5.1.8	Modifications or Variations		17
5.1.9	Force Majeure		17
5.1.10	Termination		18
5.1.11	Good Faith		18
5.1.12	Settlement of Disputes		19
5.1.13	Data Ownership		19
5.1.14	Obligations of the Supplier		19
5.2	Special Conditions of Contract		20
5.2.1	Performance Security		20
5.2.2	Payment		20
5.2.3	Price		20
6	BID FORM	(Annexure “A”)	23
7	BID SECURITY FORM	(Annexure “B”)	25
8	PERFORMANCE SECURITY FORM	(Annexure “C”)	26
9	INTEGRITY PACT	(Annexure “D”)	27
10	SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure “E”)	28
11	FORM OF CONTRACT-Non Disclosure Agreement	(Annexure “F”)	29
12	AGREEMENT	(Annexure “G”)	30
13	LIST OF BRANCHES	(Annexure “H”)	35
14	Affidavit	(Annexure “I”)	58

## **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.

## **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](http://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:

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 (Amendment 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 PROPOSAL** separately. [SPPRA Rule 46 (1-a & b)]

- 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** separately. [SPPRA Rule 46 (1-a & b)]

*Technical Proposal may be submitted in duplicate (one original and one copy). In case any conflict, the original bid will be considered as final.*

#### **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)]

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 misprocurement 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

SNDB shall evaluate Eligibility/Technical Proposals using the following criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List (For counting of each bank services to at least 10 branches are mandatory) for supply of relevant items	30		5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2015.	Annexure "A"
		20		3 and above		
		10		1 and above		
2	Years in Business in relevant field	10		3 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		5		2 years and above		
		3		1 years and above		
3	Average Yearly Turnover in Last 3 Years	10		25 Million and above	Audit Report / Tax Return	Annexure "C"
		5		8 Million and above		
		3		1 Million & above		
4	Number of Offices in cities including Capital Territory & Federal Administration Territories	10		4 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "D"
		5		3 and above		
		3		2 and above		
5	Company Proof of Import	20		Yes	Attach Previous Certificate/ Bill of Entry	Annexure "E"
		0		No		
6	Firm's Status	20		Public/Private Ltd	NTN Certificate/GST Registration/ Letter of Incorporation	Annexure "F"
		10		Partnership		
		5		Proprietorship		
<b>Total Marks</b>		<b>100</b>		<b>Qualified / Disqualified</b>		

#### ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification 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.
2. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
3. Acquiring of 70% marks of the total score will make the Bidder qualify.
4. **IMPORTANT:** Submission of OEM certificate is mandatory with this tender or the bidder will be disqualify from the very outset.

**MANDATORY**

1. GST/Income Tax Registration.
2. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
3. Attachment of Import History of Tender Items (Bill of Entry).
4. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
5. The supplied items should be in market for the last three (3) years (evidence from the banks will only be accepted)
6. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
7. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
8. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company

**DISQUALIFICATION**

The bidder will be considered disqualified prior/during technical/financial evaluation process or after award contract if:

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered.
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. Warranty of supplied items is less than 2 year.
9. If the age of supplied item is less than 1 year in market (Attach evidence as Annexure "Z"). Evidence from financial institution/banks will only be acceptable.
10. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
11. After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
12. In the past, the coy's agreement has been prematurely been terminated after due qualification in any of the category of the tender.

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

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

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

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

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

### **2.7.3 Notification of Award**

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

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

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

### **2.7.4 Signing of Contract**

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

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

### **2.7.5 Performance Security**

Within 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

**2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section [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.

#### Approximate Quantity Required per Branch

S.No	Type of Quantity of UPS Batteries	Tentative Quantity required per UPS	Total UPS	Tentative Total Quantity
01	12 V 40 AH	6 Batteries	60	360

#### Specification of UPS Batteries

S.No	Description	Specification
1	Technology	Gel Type
2	Type	Dry, Maintenance free
3	Volt	12
4	Capacity	40 AH
5	Use	UPS
6	Charging time	4 to 6 hours
7	Technology	Europe / USA/ Japan or equivalent
8	Principal	Europe / USA/ Japan or equivalent
9	Manufacturing	China with the supervision of principal
10	Useful life	Two years
11	Replacement warranty	One year unconditional
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 called upon for evaluation/technical inspection demo..
- Similarly if 2<sup>nd</sup> 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 2015-16)

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

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

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

**Note**

1. 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 then, bid will be accepted.
2. If the item is not provided/installed on due date (date given on supply order) a fine of Rs. 500/-per day will be deducted from the bill.
3. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labor charges.
4. 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 officer.
5. Calculation of bid security. 5% of the \*(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favor of Sindh Bank Ltd.
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
8. The Tender will stand cancelled if the item are not supply/installed within 10 days of Issue of supply order.
9. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility/technical evaluation.
10. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.
11. 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.
12. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
14. Warranty of 1 year unconditional for UPS batteries.

**We, hereby accept all the terms and conditions as given above.**

\_\_\_\_\_  
(Signature of bidder with name, Designation and Company Seal)

Dated: \_\_\_\_\_

## **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 (Amendment 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.

#### **5.1.1 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.

#### **5.1.2 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.

### **5.1.3 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.

### **5.1.4 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.

### **5.1.5 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.

### **5.1.6 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.

### **5.1.7 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.

### **5.1.8 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.

## Annexure “A”

### BID FORM

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 description of which is hereby acknowledged, we, the undersigned, offer in accordance with the said bidding documents for the sum of currency \_\_\_\_\_ [insert amount in words and figures].

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

Our firm, including any sub-contractors or suppliers in any part of the Contract, have nationalities from \_\_\_\_\_ [insert country].

If our Bid is accepted, we shall obtain a 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 the SDB.

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

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

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

Name & Address of Agent

Amount and Currency

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If none, State none)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

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

**SPECIMEN**

## Annexure “B”

### 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 made by 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 \_\_\_\_\_ 2018.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of 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 validity:
  - a. fails or ceases to execute the Contract, as required; or
  - b. fails or ceases to furnish the performance security, in accordance with the instructions to Bidders;

We undertake to refund the Purchaser the above amount upon receipt of its written demand without the Purchaser being 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 shall remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

*[Signature and Seal of the Bank]*

**Annexure “C”**

**PERFORMANCE SECURITY FORM**

To,

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
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 \_\_\_\_ 2013 to \_\_\_\_\_ [details of task to be inserted here] (hereinafter called “the Contract”).

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 2015.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

**Annexure “D”**

**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, fee, gift, gratification, bribe, finder's fee or kickback, whether described as consultancy, honorarium, gratification, bribe, finder's fee or other obligation or benefit in whatsoever form, to the Government of Pakistan which has been expressly declared pursuant hereto. [The Supplier] represents and warrants 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.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with any persons in respect of or related to the transaction with GoP and has not taken any action to circumvent the above declaration. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresentation or making any act 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 or remedy available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding the 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”**

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

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

## Annexure “F”

### 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) to evaluate whether to enter into a contemplated business transaction; and before the Parties enter into an agreement related to such business transaction, to fulfill such confidentiality obligations to the extent the terms set forth below are incorporated into (the “Purpose”).

The Parties have entered into this Agreement to provide 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, physical, electronic, present, or future information, such as:
  - Financial information, including pricing;
  - Technical information, including research, development, procedures, algorithms, designs and know-how;
  - Business information, including operations, planning, marketing interests, and proposals;
  - 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 the negligence of the Recipient;
  - Is independently developed by the Recipient without 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 for access, 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 requested protection from the legal or governmental authority requesting 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, lease 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 equitable relief, including injunction and preliminary injunction, in addition to other remedies available to it.
- 11. This Agreement does not create an agency or partnership relationship. This Agreement will not be assignable or transferable without the 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 executed 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**  
**Registered Address:**  
  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Company Name:**  
**Registered Address:**  
  
**Name:**  
  
**Signature:**  
**Title:**  
**Date:**

# CONTRACT AGREEMENT

## Annexure "G"

### CONTRACT AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, Between Sindh Bank Limited having its head office at B-2, Federation House, Clifton, Karachi (hereinafter called the Purchaser)

And

M/S. \_\_\_\_\_ having its registered office at \_\_\_\_\_  
(Here in after called the Vendor)

WHEREAS the Vendor is the dealer/supplier/manufacturer of 2v/10Ah and 2v/12Ah batteries (Goods).

AND WHEREAS the Bank is inclined to purchase the Goods as detailed below the terms and conditions laid down hereinafter for the supply of Equipment for the BANK of total sum Amounting Rs. \_\_\_\_\_  
Detail of Equipment is as follows: \_\_\_\_\_

#### UPS, Dry Charge, 2v/10Ah and 2v/12Ah Terms & Conditions

1. The vendor will provide performance security in the form acceptable to the Bank, for the 10% of the order value for the period of 90 days from the date of Submission of performance security. In case the vendor does not fulfill its commitments the bank reserves the right to enforce the performance security.
2. The vendor shall supply batteries as per specifications and upon the recommendations of the Technical / Standardized Committee
3. The bank will have the option to enforce the performance bond on happening of any one or all the following events.
  - a. If the vendor fails to deliver the Goods as per agreed Schedule.
  - b. If the vendor fails to get the Goods inspected by the Technical Committee.
  - c. If the Goods supplied by the vendor fails to perform as per Banks requirement.

In addition the Bank will have the option to cancel the order and offer the same to the next lowest bidder.

4. The Vendor is obliged and bound to replace any or all batteries broken or damaged in transit at his own cost and risk and shall deliver all the equipment's in good and sound condition.
5. The warranty of the equipment is One year comprehensive replacement onsite from the date of delivery.
6. The warranty will be effective while the Goods remain in the premises of the Bank and the Bank will not be responsible to send the equipment to the vendor site. In case however if any portion of equipment required to be shifted to vendor's site, vendor will provide equivalent backup during the warranty period.

7. Vendor agrees to maintain adequate inventory of the required 12V, 40AH and batteries so that the replacement is available within 24 hours, if any fault arises in the equipment during the warranty period. In case the affected part is not available, then the vendor will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Bank. The vendor will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance,
8. The vendor also undertakes to bear all kind of taxes i.e. Stamp duty, Sales Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila (Control) (if any) and other incidental charges etc, up to the place of destination.
9. The Bank reserves the right to Test/Check the equipment to ensure that it is as per specification in the tender document. For any discrepancies, the Bank reserves the right to forfeit full security deposit/ cancel the order for the supply and bear the cost of the Bank forever. The decision of the Bank is final and binding upon the vendor.
10. In the event of the default on the part of the vendor, in the performance of any condition of the contract and if such default is not remedied within 3 days shall the lawyer for the the Bank to enforces full or part of the earnest money / Performance Security and to cancel the whole part of the supply order with the vendor and the cost of the Bank will be the final and legally binding on the vendor.
11. Proportionate payments for the supply of the order will be made within Thirty days from the equipment delivery date.
12. In case of any disputes, the matter will be settled amicably...
13. Delivery will be made by the vendor at different locations / Bank Branches, throughout the country, as per Bank Branches attached herewith, prescribed by the Bank.
14. A notice of 10 days will be given prior to the opening of the branch and it will be expected that the requisite will be provided and installed within 10 days
15. The vender will supply and install batteries with in a period of 24 hours in Karachi, Lahore, Pindi/ Islamabad, Hyderabad and within 48 hours in other cities, and within 72 hours in remote location, after intimations on Email.
16. In case of delay in supply and installation of batteries at required location, 1% of total cost, for each day of delay will be deducted from the final bill of said supply and installation works.
17. Penalty of Rs.500/- per day will be fined in case of failure to supply / Install demanded batteries on due date/time.( refer para 15).

Payment Schedule:

Bill will only be processed on the basis of following conditions:-

1. Certificate of satisfaction from the concerned officer/department.
2. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne 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.

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, decides to terminate this Agreement.
- If two (2) warning letters/emails are issued by the Bank for unsatisfactory current performance to the bidder.

Goods Faith:

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

Settlement of Disputes:

- The Parties agree that the avoidance of delay in the resolution of disputes is essential for a smooth execution of the Agreement and the success of the project. 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 commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party as per clause 10 of 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 to avoid conflict with other assignments or their own corporate interests.

**Support Escalation Matrix:**

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

<b>LEVEL-1</b>	Name/Designation (support staff)	
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-2</b>	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	
<b>LEVEL-3</b>	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	
<b>Note: Ensure that no call is left unattended</b>		

SPECIMEN



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

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

Witness:

Name \_\_\_\_\_  
Designation \_\_\_\_\_

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Designation \_\_\_\_\_

Stamp \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

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

Name Lt. Col. (R) Shahzad Begg

Name Munir Ali Khan

Designation Head of Administration

Designation General Manager Resident

Company Name Sindh Bank Limited

Company Name Sindh Bank Limited

Address Federation House, Sindh Bank  
Ltd. Head Office Karachi

Address Federation House, Sindh Bank  
Ltd. Head Office Karachi

Stamp \_\_\_\_\_

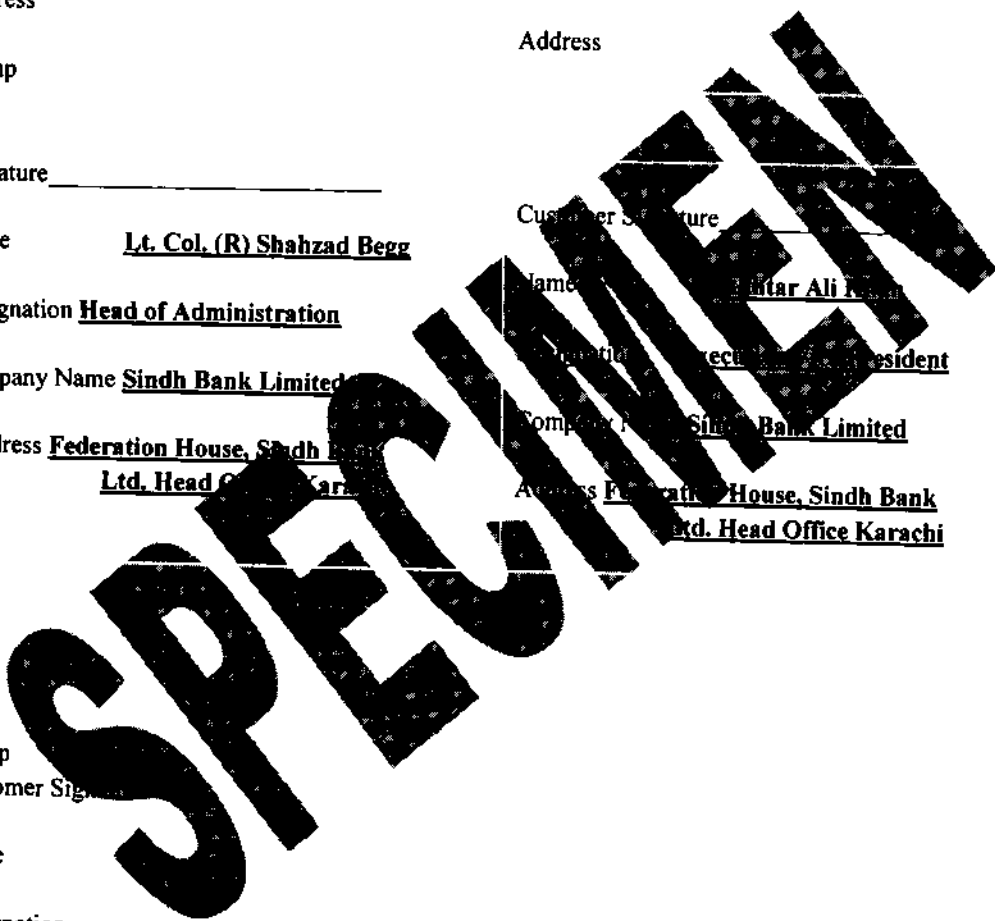
Customer Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_


Company Name Sindh Bank Limited

Address Federation House, Sindh Bank  
Ltd. Head Office Karachi



## Annexure “H”

### List of Branches

1	0341	<b>BAHADURSHAH ZAFAR MARKET BRANCH</b> Property No.G-3 of R.B. 11/22, III-A-239-B, Rambagh Quarters, Gwali Lane No.1, Karachi
2	0329	<b>BUFFERZONE NAGAN CHOWRANGI BRANCH</b> Plot No. 32, Sector 11-H, North Karachi Township Scheme, Karachi
3	0360	<b>BAHADURABAD BRANCH</b> Plot No.111, Shop No.4, The City Towers, Bahadur Yar Jang Co-operative Housing Society Alamgir Road, Karachi
4	0364	<b>BHAINS COLONY BRANCH</b> Plot No. 217, Block-A, Cattle (Bhains) Colony Landhi, Karachi
5	0302	<b>CLIFTON BRANCH</b> Ground Floor, St-28, Block-5, Federation House, Clifton, Karachi
6	0303	<b>COURT ROAD BRANCH</b> Ground floor, G-5-A, Court View Apartments, Opposite Sindh Assembly, Karachi
7	0318	<b>CLOTH MARKET BRANCH</b>  Plot No.28, Ground Floor, Cochinwala Market, Bunder Road Quarters, Karachi
8	0366	<b>CH. KHALIQ-UZ-ZAMAN ROAD BRANCH</b> Shop No. S-17, Pardesi Pride, Ch. Khaliq-uz-Zaman Road, Karachi
9	0325	<b>DHORAJEE BRANCH</b> Plot # 35/243, Block 7&8, C.P. Berar Cooperative Housing Society, Dhorajee Colony, Karachi
10	0357	<b>DHA PHASE-II BRANCH</b>

		Plot No. 13-C, Commercial Area "A", DHA Phase-II, Karachi
11	0338	<b>DHA Phase-IV</b> Shop # 1,2,3, and 4, Plot No.III 9 <sup>th</sup> Commercial Street, Phase-IV, DHA, Clifton Cantonment, Karachi
12	0304	<b>DHA 26<sup>th</sup> STREET BRANCH</b> Plot No.14-E, 26 <sup>th</sup> Street Phase 5 Ext. D.H.A, Karachi
13	0349	<b>GARDEN EAST BRANCH</b> Plot No. GRE-491/2-B, Shop No.2 & 3, Seven Star Residency, Garden East Quarters, Karachi
14	0321	<b>GOLE MARKET BRANCH</b> Plot # 16, Row # 18, Sub-Block-F in Block-III, Gole Market, Karachi
15	0335	<b>GULISTAN-E-JOHAR BRANCH</b> Shop # 7 & 8, Casim Paradise, Block-18, Scheme 33, Gulistan-e-Johar, Karachi
16	0343	<b>GULSHAN-E-HADEED BRANCH</b> Plot No.C-53, Phase-I, Gulshan-e-Hadeed, Karachi
17	0305	<b>GULSHAN-E-IQBAL BRANCH</b> FI : 1/13, block 5, KDA Scheme No.24, Main Rashid Minhas Road, Gulshan-e-Iqbal Karachi
18	0337	<b>GULSHAN-E-MAYMAR BRANCH</b> Plot No.SB-016, Sector-7, Sub-Sector IV, Gulshan-e-Maymar , Karachi
19	0311	<b>GIZRI BRANCH</b> Commercial Plot No.G-1/2 & 23 Lower Gizri Bazar Area, Clifton Cantonment, Karachi

20	0306	<b>HYDERI BRANCH</b> Plot No. SD-27, Block-G, Scheme No.2. Hyderi Market, North Nazimabad, Karachi
21	0301	<b>I.I. CHUNDRIGAR ROAD BRANCH</b> Ground Floor, P & O Plaza, Opposite I.I. Chundrigar Road, Karachi
22	0323	<b>JAMSHED QUARTER BRANCH</b> House # 13/B, Plot # 710/6, Survey Sheet # J.M. Quarters, Karachi
23	0307	<b>JODIA BAZAR BRANCH</b> Plot No.57 & 59, Daryalal Street, Selani Center, Jodia Bazar, Napier Quarter, Karachi
24	0332	<b>KARACHI ADMINISTRATION SOCIETY BRANCH</b> Plot # SA/90, Block-8, KAECHS Society, Opposite Shaheed-e-Millat Road, Karachi
25	0348	<b>KHAYABAN-E-ITTEHAD BRANCH</b> Plot No.128-N, Muslim Commercial Area, Khayaban-e-Ittehad, DHA, Phase-VI, Karachi
26	5301	<b>KHAYABAN-E-ITTEHAD ISLAMIC BANKING BRANCH</b> Ground Floor, Plot No. 13-C, Khayaban-e-Ittehad, Phase-II Ext. DHA. Karachi
27	0354	<b>KHAYABAN-E-SHAHBAZ BRANCH</b> Plot No.11-C, Shop No.1 & 2, Ground Floor, Shahbaz Lane-2, Phase-VI, Pakistan Defence Housing Authority, Karachi
28	0308	<b>KORANGI INDUSTRIAL AREA BRANCH</b> Plot No.27/28, Showroom No.5, Korangi Industrial Area, Sector-16, Karachi
29	0359	<b>KEHKASHAN CLIFTON BRANCH</b> Plot No. F/101, Block # 7, Scheme No.5, Kehkashan, Clifton, Karachi

30	0345	<b>LANDHI BRANCH</b>
		Quarter No.14/10, Block-5 D, Landhi Township, Karachi
31	0339	<b>LEA MARKET BRANCH, KARACHI</b>
		Plot Survey # 2, Lea Quarters, Lea Market, Karachi
32	0330	<b>LIAQUATABAD BRANCH</b>
		Plot # 2, Block-3, Machine Area Survey Sheet # 7/9, Liaquatabad, Karachi
33	0322	<b>M.A. JINNAH ROAD BRANCH, KARACHI</b>
		Plot # 70/1, Native Infantry Lines, M.A. Jinnah Road, Karachi
34	0344	<b>MALIR CANTT. BRANCH</b>
		Plot No.11, Block-S, Cantt. Bazar Area, Malir Cantonment, Karachi
35	0352	<b>MEHMOODABAD BRANCH</b>
		Plot No.476 & 476A, MAC-II Mehmoodabad, Karachi
36	0316	<b>MEMON GOTH BRANCH</b>
		Plot No.232 Deh. Malh, Tapu Dersano Chano, Murad Memon Goth, Karachi
37	0347	<b>METROVILLE BRANCH</b>
		Plot No.F-5, Block-3, Category-B, KDA Scheme, Metroville No.1, S.I.T.E., Karachi
38	0333	<b>MOHAMMAD ALI SOCIETY BRANCH</b>
		Plot No.39/F, Mohammad Ali Society, Karachi
39	0328	<b>NEW CHALLI BRANCH</b>
		Property Bearing # 37, Survey Sheet # SR-7, Serai Quarters New Challi, Karachi
40	0317	<b>NEW KARACHI BRANCH</b>
		Plot # AS-24, Street # 3, Sector # 5-H,

		North Karachi Township
41	0319	<b>NORTH KARACHI INDUSTRIAL AREA</b> 1/1, Sector 12-A, North Karachi Industrial Area, Karachi
42	0324	<b>NORTH NAPIER ROAD BRANCH</b> Plot # 32/2, Survey # NP-10, Sheet # 10 Napier Quarters, Napier Road, Karachi
43	0355	<b>NORTH NAZIMABAD BRANCH</b> Plot No.B-65, Block-L, Improvement Scheme # 2, North Nazimabad, Karachi
44	0310	<b>PAPER MARKET BRANCH</b> Plot No.22/2, Sheet No.SR.18, Serai Quarters, Saddar Town, Karachi
45	0353	<b>PECHS COMMERCIAL AREA BRANCH</b> Plot No.187-3A, Shop No. 3 & 4, Ground Floor, Dawood Apartment, Block-2, PECHS, Karachi
46	0358	<b>PIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY BRANCH</b> Plot No.B-44, Block-9, KDA Scheme # 36, PIA Employees Co-Operative Housing Society, Gulistan-e-Jauhar, Karachi
47	0342	<b>PIB COLONY BRANCH</b> Shop No. 2, Plot No.340, Pir Ilahi Bux Co-operative Housing Society Ltd., PIB Colony, Karachi
48	0309	<b>PREEDY STREET, SADDAR BRANCH</b> Property bearing # 326/2, Artillery Maidan, Preedy Street, Saddar Karachi
49	0356	<b>SAFOORA GOTH BRANCH</b> Plot No.SB-23, Shop No.2, Euro Heights, Block-7, KDA Scheme # 36, Gulistan-e-Johar, Karachi
50	0326	<b>SHAHEED-E-MILLAT ROAD BRANCH</b> Show Room # G-01, Sagar Heights, Block-3,

		M.S.G.P. Cooperative Housing Society, Shaheed-d-Millat Road, Karachi
51	0314	<b>SITE BRANCH</b> B/9-B-2, SITE, Karachi
52	0312	<b>SHAHRAH-E-FAISAL BRANCH</b> Plot No.30-A, Ground Floor, Showroom No. 4, 5 & 6, Progressive Centre, Block-6, P.E.C.H.S, Shahrah-e-Faisal, Karachi
53	0340	<b>SHERSHAH BRANCH</b> Plot No.D/95, Shop# A-1 & A-2, SITE Area, Karachi
54	3021	<b>SIR SYED HOSPITAL – SUB BRANCH</b> Plot No.887, Block-A, Korangi Road, Near KPT Interchange, Qayyumabad, Opposite DHA Phase-VII Ext. Karachi
55	3031	<b>SINDH SECRETARIAT – SUB BRANCH</b> C.S. No.409, Sheet No. AM-1, Artillery Maidan Quarter, Karachi
56	0334	<b>SOHRAB GOTH BRANCH</b> Shop # 14/A & B, 15/A & B, Ground Floor, Al-Asif Square, Sohrab Goth, Karachi
57	0336	<b>STOCK EXCHANGE BRANCH, KARACHI</b> Property No. 142 & 143, Third Floor, Stock Exchange Building, Karachi
58	0362	<b>SINDHI MUSLIM HOUSING SOCIETY BRANCH</b> Plot No. 117 & 118, Shah Abdul Latif Education Trust Block-A, Sub-Block B, Sindh Muslim Cooperative Housing Society, Main Chowrangi, Karachi
59	0363	<b>SHIREEN JINNAH COLONY BRANCH</b>

		Plot No.46, Block-I, Category-B, Scheme No.05, Shireen Jinnah Colony, Clifton, Karachi
60	0313	<b>TARIQ ROAD BRANCH</b> Plot No.55-C, 56-C, Central Commercial Area, Block-2, PECHS, Karachi
61	0315	<b>TIMBER MARKET BRANCH</b> Plot Survey # 22 (Old Survey # E-5/3-14), Lawrence Quarter, Siddique Wahab Road, Timber Market, Karachi
62	0331	<b>UNIVERSITY ROAD BRANCH, GULSHAN-E-IQBAL</b> Shop # 2 & 3 Bearing Plot # SB-13, Ground Floor, Gulshan Centre, Block-13-C, Scheme-24, Gulshan-e-Iqbal, Karachi
63	0320	<b>WATER PUMP BRANCH</b> Plot # 9, Block-16, Scheme # 16, Federal "B" Area, Karachi
64	0346	<b>WEST WHARF BRANCH</b> Plot No. 20, Warehouse Area, West Wharf Road, Karachi

**INTERIOR SINDH BRANCHS**

1	0124	<b>BADAH BRANCH</b> Juryan No.87, Main Badah Road, Badah, Tehsil Dokri, District Larkana
2	0409	<b>BADIN BRANCH</b> Plot / Survey No.157, Main Bus Stop, Hyderabad Badin Road, Badin
3	4091	<b>BAWANI SUGAR MILLS – SUB-BRANCH</b> Ahmed Nagar, Talhar Distt. Badin
4	0423	<b>BHAN SAEEDABAD BRANCH</b> Jaryan No.698, Main Bhan Saeedabad Road, District Jamshoro
5	0435	<b>BERANI BRANCH</b>



		Survey No.12240, Deh Berani, Main Berani Road, District Sanghar
6	0427	<b>CITIZEN COLONY, HYDERABAD BRANCH</b> Shop No.3-7, Royal City Project, Citizen Colony, Jamshoro Road, Hyderabad
7	0106	<b>DADU BRANCH</b> Plot No.54, RS No.987, Opposite Degree College, Dadu City, District Dadu
8	1061	<b>DADU SUGAR MILLS – SUB BRANCH</b> Pyaro Goth, Distt. Dadu
9	0115	<b>DAHARKI BRANCH</b> Survey No.446, Main Daharki Road, Taluka Daharki, District Ghotki
10	0428	<b>DIGRI BRANCH</b> Plot No.28, Shop No.14 & 15, Mir Ghulam Hyder Town Housing Scheme, Mirpurkhas Road, Taluka Digri, District Mirpurkhas
11	0121	<b>GAMBAT BRANCH</b> Plot No.2153-A, Near Sui Gas Office, Main Gambat Road, District Khairpur
12	0429	<b>GHARO BRANCH</b> Jaryan No.197, Main National Highway Road, Taluka Gharo, District Thatta
13	0110	<b>GHOTKI BRANCH</b> Plot/City Survey No.890, Ward-B, Main Deviri Sahib Road, Ghotki
14	0128	<b>GHOUSPUR BRANCH</b> Shop No.1 & 2, Shahi Bazar, Near Shah Hussain Masjid Ghouspur, Taluka Kandhkot, District Kashmore-Kandhkot
15	0432	<b>GHARI KHATA BRANCH</b> Shop No.CSF/C/1075,20, Qazi Qayoom Road,

		Hyderabad
16	<u>0402</u>	<b>HALA BRANCH</b> Survey No. 1397/88, Ward B, Gulshan Fahim Colony, Hala, District Matiari
17	<u>0401</u>	<b>SADDAR HYDERABAD BRANCH</b> Property No.91/3-4, Main Saddar Cantt, Hyderabad
18	<u>0430</u>	<b>ISLAMKOT BRANCH</b> Plot No.17, 18 & 20, Near Jamia Masjid Taluka Islamkot, District Tharparkar
19	<u>0119</u>	<b>JACOBABAD BRANCH</b> Property No.232, Ward-6, Main Quetta Road, Jacobabad.
20	<u>0431</u>	<b>JAMSHORO BRANCH</b> Plot No.A-133, Sindh University Employees Co-operative Housing Society, Phase-I, Taluka Kotri, District Jamshoro
21	<u>0433</u>	<b>JOURNALIST SOCIETY BRANCH</b> Plot No.9, Journalist Co-operative Housing Society, Near Center Jail, Hyderabad
22	<u>0104</u>	<b>KANDHKOT BRANCH</b> S.No.167, opposite Shams petroleum Services Deh Akhero Kandhkot District Kashmore Kandhkot
23	<u>0129</u>	<b>KANDIARO BRANCH</b> Jaryan No.1588, Opposite Zarai Taraqiati Bank Ltd. Hospital Road, Taluka Kandiaro, District Naushero Feroze
24	<u>0118</u>	<b>KASHMORE BRANCH</b> Jaryan No.874, Main Kashmore Kandhkot Road, Kashmore District Kandhkot.
25	<u>0102</u>	<b>KHAIRPUR BRANCH</b> Ground Floor, Syed Ramzan Ali Shah Trade Centre,Khairpurmirs
26	<u>0126</u>	<b>KHAIRPUR NATHAN SHAH BRANCH</b>

		Shop No.C/407-A, Taluka Khairpur Nathan Shah, District Dadu
<b>27</b>	<b>4092</b>	<b>KHOSKI SUGAR MILLS – SUB BRANCH</b> Khoski Sugar Mills Ltd. Khoski, District Badin
<b>28</b>	<b>0403</b>	<b>KOTRI BRANCH</b> City Survey No.290, Ward-A, Shop No.8-10, Plot No.1, River Point Kotri, District Jamshoro
<b>29</b>	<b>0417</b>	<b>KUNRI BRANCH</b> Plot No. 10, Survey No.263/4, Block-6 Deh Garaho, Main Station Road, Kunri, District Umerkot.
<b>30</b>	<b>0434</b>	<b>KHIPRO BRANCH</b> Plot No.Z-437, Khipro Town, Main Sanghar Khipro Road, Taluka Khipro, District Sanghar
<b>31</b>	<b>0107</b>	<b>LARKANA BRANCH</b> Ground Floor, City Survey No. 799, Raza Shah Mohalla, VIP Road, Larkana
<b>32</b>	<b>0418</b>	<b>LATIFABAD HYDERABAD BRANCH</b> Plot No. 06, Block-D, Unit No. VII, Latifabad, Hyderabad
<b>33</b>	<b>0426</b>	<b>MARKET AREA, HYDERABAD BRANCH</b> Shop No.A/1194, Ward-A, Market Road, Hyderabad
<b>34</b>	<b>0415</b>	<b>MATIARI BRANCH</b> Plot # 125, Situated Ward-A Town Opposite NADRA Office, Matari
<b>35</b>	<b>0122</b>	<b>MEHAR BRANCH</b> Shop No.1086, Ward-A, Mehar, District Dadu
<b>36</b>	<b>0127</b>	<b>MILITARY ROAD SUKKUR BRANCH</b> Survey No.717,

		Main Military Road, Sukkur
<b>37</b>	<b>0116</b>	<b>MIRPUR MATHELO BRANCH</b> Plot No.24(2-01) Deh, Tapo Mirpur, Main Mirpur Mathelo Road, District Ghotki
<b>38</b>	<b>0404</b>	<b>MIRPURKHAS BRANCH</b> Plot No. RCN-18, Survey No.864/6, Main Umerkot Road, Mirpurkhas
<b>39</b>	<b>0410</b>	<b>MITHI BRANCH</b> Plot/Jaryan No.50, Opposite Hyderi Hotel, Mithi
<b>40</b>	<b>0421</b>	<b>MORO BRANCH</b> Plot No.14, Main Road Moro, District Noshero Feroze
<b>41</b>	<b>0132</b>	<b>MEHRABPUR BRANCH</b> PTD No.III-A-43, Ward-16, Thari Road, Mehrabpur, Taluka Mehrabpur, District Naushahrofroze
<b>42</b>	<b>0101</b>	<b>NAUDERO BRANCH</b> Naudero Sugar Mills, Main Larkana Road, District Larkana
<b>43</b>	<b>0105</b>	<b>NAUSHAHRO FERAZ BRANCH</b> Property Jaryan No. 185/28-5-2005, Deh Survey No.137, Main Naushahro Feroz Road Opposite National Savings Centre Taluka Naushahro Feroz
<b>44</b>	<b>0134</b>	<b>NASIRABAD BRANCH</b> Shop No.1-8, Madina Shopping Center, Mohallah Kathia Bazar, Badah Road, Nasirabad, District Kambar Shahdadkot
<b>45</b>	<b>0103</b>	<b>PANO AQIL BRANCH</b> Property Survey No.436, Main Pano Aqil Sukkur Road, Taluka Pano Aqil, District Sukkur.
<b>46</b>	<b>0125</b>	<b>PIR JO GOTH BRANCH</b> Shop No.2180, Anaj Mandi,

		Pir Jo Goth, Taluka Kingri, District Khairpur
<b>47</b>	<b>0123</b>	<b>QAMBAR BRANCH</b>
		City Survey No.121 & 122, Ward-B, Near Shahi Bazar Station Road, Qambar, Shahdadkot
<b>48</b>	<b>0405</b>	<b>QASIMABAD, HYDERABAD BRANCH</b>
		Plot No.11, Rs No.274/1, Faraz Villas, Qasimabad, Hyderabad
<b>49</b>	<b>0130</b>	<b>QAZI AHMED BRANCH</b>
		Survey No.313, Main Qazi Ahmed Road, Taluka Qazi Ahmed, District Shaheed Benazirabad
<b>50</b>	<b>0111</b>	<b>RATODERO BRANCH</b>
		City Survey No.795/5, Ward B, Ratodero Bus Stand, Ratodero Larkana
<b>51</b>	<b>0120</b>	<b>ROHRI BRANCH</b>
		City Survey No.2181/9, Ward-B, Mohallah Kot Janullah Shah, G.T. Road, Rohri, District Sukkur
<b>52</b>	<b>0425</b>	<b>SAEEDABAD BRANCH</b>
		Shop No.53/2-36, Main Saeedabad Road, Taluka Saeedabad, District Matiari
<b>53</b>	<b>0424</b>	<b>SAKRAND BRANCH</b>
		Shop No.355/1-4, 356, 357, 367, Main Sakrand Road, Taluka Sakrand, District Shaheed Benazirabad
<b>54</b>	<b>0413</b>	<b>SANGHAR BRANCH</b>
		Plot No.A-B, City Survey No.124/A-B Cooperative Housing Society, Sanghar
<b>55</b>	<b>0422</b>	<b>SAJAWAL BRANCH</b>
		Plot No.CS-239/2 & 239/3, Mohalla Ward, Near UBL, Sajawal, District Thatta
<b>56</b>	<b>0109</b>	<b>SEHWAN BRANCH</b>

		Plot No./Survey No.20/49/1951, Alam Channa Mohalla, Sehwan, District Jamshoro
57	<u>0113</u>	<b>SHAHDADKOT BRANCH</b> Building Survey No.652, Ward C, Main Kotoo Motoo Chowk, Shahdadt
58	<u>0114</u>	<b>SHIKARPUR BRANCH</b> Survey No.34/3, Ward No.23, Station Road, opposite Library, Shikarpur
59	<u>0108</u>	<b>SUKKUR BRANCH</b> Plot No. C-550/17, Shalimar, Minara Road, Sukkur
60	<u>0416</u>	<b>SHAHDADPUR BRANCH</b> City Survey No.543, 548 Muhaga Land Station Road, Shahdadpur District Sanghar
61	<u>0411</u>	<b>SHAHEED BENAZIRABAD BRANCH</b> Plot No.2481/13, VIP Road, near Doctor's Colony, Nawabshah, District Shaheed Benazirabad
62	<u>1141</u>	<b>SHIKARPUR RICE MILLS – SUB BRANCH</b> Shikarpur Rice Mills, Main Jacobabad Road, Village Lodhra, District Shikarpur
63	<u>0436</u>	<b>SULTANABAD BRANCH</b> Sabzi Mandi, Sultanabad, Deh Salki Tapo Kamaro, Taluka & District Tando Allahyar
64	<u>0406</u>	<b>TANDO ADAM BRANCH</b> Shop No.1,2,3, Prime Tower, Hogani Colony, Hyderabad Road, Tando Adam, District Sanghar
65	<u>0407</u>	<b>TANDO ALLAHYAR BRANCH</b> Plot No.4-4A & 5, Survey No.272/1, Al Habib Plaza, Main Tando Allahyar Hyderabad Road, Tando Allahyar
66	<u>0408</u>	<b>TANDO MUHAMMAD KHAN BRANCH</b> Plot. Survey No.34, Jaryan No.13/10-7-08, Tando Muhammad Khan

67	<u>0412</u>	<b>THATTA BRANCH</b> Survey No.115, near Badshahi Masjid, Thatta Sijawal Road, Thatta
68	<u>0117</u>	<b>THUL BRANCH</b> Property No.484, Kandhkot Road, Thul, District Jacobabad
69	<u>4121</u>	<b>THATTA CEMENT – SUB-BRANCH</b> Thatta Cement Company Limited, Makli Ghulamullah Road, Thatta
70	<u>4071</u>	<b>TANDO ALLAHYAR SUGAR MILLS – SUB BRANCH</b> Tando Allahyar Sugar Mills, Deh Kanidar, UC Sanjar Chang, Taluke Chamber, District Tando Allahyar.
71	<u>0419</u>	<b>UMERKOT BRANCH</b> Plot No.52, Survey No.111, Umerkot Nagori Society, Tehsil & District Umerkot
72	<u>0131</u>	<b>UBARO BRANCH</b> Survey No.714 & 722, Main Ubaro Road, Taluka Ubaro, District Ghotki
<b><u>PUNJAB BRANCHES</u></b>		
		<b>GROUP BUSINESS HEAD – NORTH</b>
1	<u>0658</u>	<b>ALI PUR CHATHA BRANCH</b> Khewat No.979, Khatooni No.1414, Khasra No.3620/1683, Gujranwala Road, Ali Pur Chatha, Tehsil Wazirabad, District Gujrawanwala
2	<u>0613</u>	<b>ALLAMA IQBAL TOWN BRANCH, LAHORE</b> 503-Karim Block (Commercial) Allama Iqbal Town, Lahore
3	<u>0510</u>	<b>ASHRAFABAD BRANCH, DISTRICT BAHAWALPUR</b> Ashrafabad Sugar Mill, Village Ashrafabad, District Bahawalpur


4	0668	<b>ALI WALA BRANCH</b> Khewat No.403, 414, 507, Village Ali Wala, Tehsil & District Muzaffargarh
5	0605	<b>BAHRIA TOWN LAHORE BRANCH</b> Shop No.1, 2 & 3, Ground Floor, D Plaza, Commercial Area, Bahria Town, Lahore
6	0601	<b>BLUE AREA ISLAMABAD BRANCH</b> Shop No. 1-5 & Mezzanine 1, Sohrab Plaza, Jinnah Avenue, Blue Area, Islamabad
7	0602	<b>BANK ROAD RAWALPINDI BRANCH</b> S.No.167, opposite Shams petroleum Services Bank Road, Rawalpindi
8	0623	<b>BURKI BRANCH</b> Khasra # 1523, Khewat # 50, Khatoni # 82, Village Burki, Lahore
9	0607	<b>CHAK GHANIAN, DISTRICT GUJRAT</b> Village & PO Chak Ghanian, Tehsil Sarai Alamgir, District Gujrat
10	0650	<b>CHICHAWATNI BRANCH</b> Plot No.376, Main Bazar Chichawatni, District Sahiwal
11	0657	<b>CHINIOT BRANCH</b> Khewat No.3133/3117, Khasra No.13557/9602, Chah Karian Wala, Faisalabad Road, Chiniot
12	0626	<b>CHUNG BRANCH LAHORE</b> Kheot No. 1579, Khatoni No.2479, Shadab Colony, Mouza Chohang Panjgran Multan Road, Tehsil & Distt. Lahore
13	0621	<b>CIRCULAR ROAD BRANCH, LAHORE</b> Shop No.1, SE-38-R-55/D, Opposite Akbari Mandi Circular Road, Lahore
14	0611	<b>DALWAL, CHAKWAL BRANCH</b> Village & Post Office Dalwal, Tehsil Choa Saidan



		Shah, District Chakwal
<b>15</b>	<b>0663</b>	<b>DAVIS ROAD BRANCH, LAHORE</b> Plot No.28, Escorts House, Davis Road, Lahore
<b>16</b>	<b>0631</b>	<b>DERA GHAZI KHAN BRANCH</b> Opposite Medical Collge, Jampur Road, Dera Ghazi Khan
<b>17</b>	<b>0603</b>	<b>DHA BRANCH, LAHORE</b> Plot No.159, Sector Y, Commercial Area, Defence Housing Authority, Lahore Cantt
<b>18</b>	<b>0652</b>	<b>DHA PHASE-V, LAHORE BRANCH</b> Plot No.CCA-39, Phase 5-C, Defence Housing Authority, Lahore
<b>19</b>	<b>0648</b>	<b>DHA PHASE-VI LAHORE</b> 15-C, Main Boulevard DHA Phase-VI, Lahore
<b>20</b>	<b>0617</b>	<b>E-11 BRANCH, ISLAMABAD</b> Plot No.1, Sector E-11/3, M.P.C.H.S, Islamabad
<b>21</b>	<b>0636</b>	<b>FAISALABAD BRANCH</b> 7-D, Commercial Area, People Colony No.1, Faisalabad
<b>22</b>	<b>0654</b>	<b>FEROZEPUR ROAD BRANCH</b> Khasra No.1188/1, 15-KM, Main Ferozepur Road, Near Kamaha Metro bus Station, Lahore
<b>23</b>	<b>0604</b>	<b>G.T. ROAD GUJRANWALA BRANCH</b> Property No. B-XII-7S-60/A, Bhatia Nagar, G.T.Road, Gujranwala
<b>24</b>	<b>0660</b>	<b>GAGGO MANDI BRANCH</b> Khewat No.58, Chak No.187/E.B. Opposite Police Station, Main Multan Road, Gaggo Mandi, Tehsil Burewala, District Vehari

25	0903	<b>GILGIT BRANCH</b> Khasra No.104/5093-5339, Khewat No.185/185, Z.S. Plasa, Main Shahrah-e-Quaid-Azam, Gilgit
26	0606	<b>GHURKI BRANCH, LAHORE</b> Khewat No. 8, Khatooni No.576/568, Khata No. 156/702, Ghurki Union Council, District Lahore
27	0662	<b>GHARI SHAHU BRANCH</b> Property No.SE-6R-107/B, Ground Floor, Allama Iqbal Road, Ghari Shahu, Lahore
28	5602	<b>GHORI TOWN PHASE IV – RAWALPINDI ISLAMIC BANKING</b> Plot No.MC-16, Ghori Town Phase 4-A, Rawalpindi
29	0634	<b>HARAPPA BRANCH</b> Main G.T. Road, Near Harappa Railway Station, Harappa, District Okara
30	0635	<b>JEHLUM BRANCH</b> Property No. 17, Kohinoor Plaza, Old G.T. Road, Jehlum
31	0632	<b>JANDIALA DHABWALA BRANCH</b> Khewat No.216, Khatoni No.512-514, G.T. Road, Jandiala Dhabwala, Near Motorway Police Office, District Gujranwala
32	0614	<b>JOHAR TOWN BRANCH, LAHORE</b> Plot No. 7, Block-B, Near Allah Hoo Chowk Johar Town, Lahore
33	0639	<b>KALRA KHASA BRANCH</b> Khewat No.91, Khatoni No.140, Khasra No.648, G.T. Road, Near Vita Fan, Shabnum Colony, Kalra Khasa, Tehsil & District Gujrat
34	0640	<b>KUNJAH BRANCH</b> Plot No. 5-A/15, Ward No.3, Kunjah, Tehsil & District Gujrat.

35	0665	<b>KASUR BRANCH</b> B-2/13, R-1/D, Haji Farid Road, Kasur
36	0664	<b>KHANEWAL BRANCH</b> Plot No.1743, Ground Floor, Sir Syed Road, Khanewal
37	0616	<b>LALAMUSA BRANCH</b> Plot No.1/123 Tehsil Kharian, Lalamusa, District Gujrat
38	0622	<b>LIDHAR BRANCH</b> Village Lidhar, Wagha Town, Lahore
39	0608	<b>LILA BRANCH, DISTRICT JEHLUM</b> Post Office Lilla Town, Tehsil Pind Daden Khan, District Jehlum
40	5603	<b>LIAQUAT ROAD SAHIWAL – ISLAMIC BANKING BR</b> Khewat No.142, Khatoni No.161, Liaquat Road, Sahiwal
41	0638	<b>MULTAN BRANCH</b> 64-Abdali Road, Multan
42	0643	<b>MANAWALA BRANCH DISTRICT SHEIKHUPURA</b> Main Bazar Village Manawala, Sheikhupura
43	0647	<b>MIAN CHANNU BRANCH</b> Khewat No.635, Khatooni No.647, Khasra No.1671 & 1672, Lakar Mandi, Mian Channu, District Khanewal
44	0669	<b>MAIN BOULEVARD DHA LAHORE BRANCH</b> Shop No. 4, Mujtaba Plaza, Main Boulevard, DHA, Lahore Cantt.
45	0620	<b>MUREE ROAD BRANCH, RAWALPINDI</b>

		K-583, Ch. Mouladad Khan Road, Main Murree Road, Rawalpindi
46	0612	<b>MAIN BOULEVARD GULBERG BRANCH, LAHORE</b> 61-Main Boulevard, Gulberg Lahore
47	0645	<b>MOHLANWAL BRANCH</b> Khewat No.126, Khatoni No.524 to 527, Main Defence Road, Village Mohlanwal, Lahore
48	0642	<b>MORR AIMANABAD BRANCH</b> Khasra No.1215/1 & 2, Khewat No.968, Khatoni No.1126 Main G.T. Road, Morr Aminabad, District Gujranwala
49	0653	<b>MUGHAL PURA BRANCH</b> Plot No.13, Street No.17, Near Lalpul, Mughal Pura, Lahore
50	5601	<b>MALL ROAD LAHORE – ISLAMIC BANKING BRANCH</b> Plot No.S.19-R-30, Shop # 30, 30/A, 1 <sup>st</sup> and 2 <sup>nd</sup> Floor, Commercial Building Shahrah-e-Quaid-e-Azam, Mall Road, Lahore.
51	0666	<b>MOUZA GOJRA BRANCH</b> Khasra No.12/22/2, Khewat No.64/65, Khatoni No.435, Mouza Gojra, Tehsil Malakwal, District Mandi Bahauddin
52	0649	<b>NANKANA SAHIR BRANCH</b>  Khewat No.309, Khatoni No.521 Khasra No.1503 & 1504, Ghala Mandi, Tehsil & District Nankana Sahib
53	0644	<b>OKARA BRANCH</b> Khasra # 52/12/1, Khewat # 428, Khatoni No.1085, Mian Colony, M.A. Jinnah Road, Okara
54	0641	<b>PECO ROAD BRANCH LAHORE</b> Plot No.1-C/P-II, Phase-III, Main Peco Road, Lahore

55	0646	<b>PESHAWAR ROAD RAWLPINDI</b> Plot No.1211, Chur Harpal, Near Govt. College for Women, Peshawar Road, Rawalpindi
56	0609	<b>PINDI BHAUDDIN BRANCH</b> Village Pindi Bahauddin, Rasool Road, Tehsil & District Mandi Bahauddin
57	0627	<b>PWD HOUSING SOCIETY ISLAMABAD</b> 3-Civic Center, Block-A PWD Employees Cooperative Housing Society Islamabad
58	0630	<b>RAHIM YAR KHAN BRANCH</b> 24 Model Town Rahim Yar Khan
59	0655	<b>RAIWIND BRANCH LAHORE</b> Plot No.177-A, Ali Town, Main Raiwind Road, Lahore
60	0619	<b>RAJA BAZAR BRANCH, RAWALPINDI</b> Shop No.U/1328, Dingi Khuee, Raja Bazar, Rawalpindi
61	0615	<b>SARGODHA BRANCH</b> Prince Cinema Market, Railway Road, Sargodha
62	0633	<b>SATGARAH DISTRICT OKARA</b> Adda Chow, Sat Garah, Tehsil and District Okara
63	0637	<b>SIALKOT BRANCH</b> Khasra No.834/2, Khatooni # 39, Khewat No.29, Shahab Pura Road, Near Masjid Tajdar-e-Madina Sialkot
64	0628	<b>SHAHRAH-E-FATIMA JINNAH BRANCH</b> G-4, G-12 & 13, Queens Center, 33-Shahrah-e-Fatima Jinnah (Queens Road), Lahore

65	0625	<b>TARAMARI BRANCH ISLAMABAD</b> Khewat No.18, Khatoni No.19, Khasra No.197/139, Taramari, Tehsil & District Islamabad
66	0659	<b>TOBA TEK SINGH BRANCH</b> Khewat No.7/7, Khatoni No.7, Allama Iqbal Road, Mohalla Janj Ghar, Toba Tek Singh
67	0629	<b>VILLAGE KAHNA BRANCH</b> Hakim Ghulam Hussain Colony, Mozoa Gajomata, Kahna Distt. Lahore
68	0651	<b>WAH CANTT RAWALPINDI BRANCH</b> 82-A, Minar Road, Lala Rukh, Wah Cantt.
69	0624	<b>WALTON ROAD LAHORE</b> House No.E/48, Khasra No.2328/280, Kheot No.1, Khatoni No.537, Super Town, Walton Road, Lahore
70	0670	<b>WAPDA TOWN LAHORE BRANCH</b> Plaza No.12, Block-A-1, PECHS, Valencia (Commercial Area), Wapda Town, Lahore
<b>KPK &amp; MIRPUR AJK</b>		
1	0804	<b>ABBOTTABAD BRANCH</b> Opposite Radio Pakistan, Mansehra Road, Abbottabad
2	5801	<b>ASHRAF ROAD PESHAWAR – ISLAMIC BANKING BR</b> Sarai Imlak Shamari No.CD-136/98 to 112/601 Muhammad Sharif Plaza, Opp.Govt. Maternity Hospital, Ashraf Road, Peshawar
3	0802	<b>G.T. ROAD PESHAWAR BRANCH</b> Shop No.1 & 2 Jibran Adeel Plaza Bilal Town, G.T. Road, Peshawar

4	<u>0806</u>	<b>HAYATABAD, PESHAWAR BRANCH</b> Unit No.13, Sector D-1, Phase-1, Bilal Commercial Market, Hayatabad, Peshawar
5	<u>0805</u>	<b>KARKHANO MARKET BRANCH, PESHAWAR</b> C-Block, Palace Plaza, Karkhano Market, Regi Lalma, Peshawar
6	<u>0808</u>	<b>KOHAT BRANCH</b> Shop No.889 to 896, Syed Saadullah Shah Building Kacher Chowk, Bank Square, Hangu Road, Kohat
7	<u>0901</u>	<b>MIRPUR AZAD KASHMIR BRANCH</b> Ground Floor, Portion No.2, Younus Plaza, Allama Iqbal Road, Mirpur, Azad Jammu & Kashmir
8	<u>0902</u>	<b>MUZAFFARABAD BRANCH</b> Khasra No.1845/1314, Bank Road, Muzaffarabad
9	<u>0807</u>	<b>MEHRAN BRANCH</b> Village Mehran Tehsil Parva (Tandianwala Sugar Mills Ltd) Dera Ismail Khan
10	<u>0801</u>	<b>PESHAWAR BRANCH</b> Shop No. 4, Ground floor, Jasmine Arcade, 1-Bashir lane, Fakhar-e-Alam Road, Peshawar
11	<u>0803</u>	<b>UNIVERSITY ROAD PESHAWAR BRANCH</b> Khata No.179/661 & 662 New Khata Jamabandi No.193/738, University Road, Peshawar

**BALUCHISTAN**

1	<u>0703</u>	<b>CHAMAN BRANCH</b> Khasra No.1311 & 1312, Dularam Road, Chaman
2	<u>0705</u>	<b>DERA MURAD JAMALI BRANCH</b> Khatoni # 3014, Block # 84,

		National Highway Main Bazar, Dera Murad Jamali, District Naseerabad
3	<u>0706</u>	<b>GAWADAR BRANCH</b> Khewat No. 1, Khatooni No.1, Vide No.301-304 Moza Thani Ward, Gawadar.
4	<u>0707</u>	<b>HUB BRANCH</b> Shop No.1 & 2, International Shopping Mall 7 Hotel Mouza Baroot, Tehsil Hub, District Lasbella
5	<u>0701</u>	<b>JINNAH ROAD QUETTA BRANCH</b> Shop# 20-21, Ward # 18, Main M.A. Jinnah Road, Quetta
6	<u>0702</u>	<b>LIAQAT BAZAR QUEETA</b> Property Bearing Khasra No.75, 76, 77 & 79, Ward-22, Halqa Arban No.1, Tehsil City Quetta
7	<u>0708</u>	<b>SIRKI ROAD QUETTA BRANCH</b> Commercial Plot # C-48-A, Small Industrial Estate, Sirki Road, Quetta
8	<u>0704</u>	<b>ZHOB BRANCH</b> House # H/176-A, Shop # H/148, Tehsil Road, Zhob



**UNDERTAKING/AFFIDAVIT**

**ANNEXURE “I”**

To be typed on Rs.50/- Stamp Paper

**AFFIDAVIT / DECLARATION**

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

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

1. That the above named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.

That whatever stated above is true and correct as to the best of my knowledge and belief.

City: \_\_\_\_\_

Dated. \_\_\_\_\_

**DEPONENT**  
(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

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**