

SNDB/COK/ADMIN/TD/ /2015

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Sindh Bank Limited

Tender Document Supply of Visa Debit Chip Cards

This Document Contains: 33 pages

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DEFINITIONS

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

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

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

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

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

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

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

“**Conflict of Interest**” means -

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

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

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

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

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

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

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

“**Collusive Practice**” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SNDB to establish prices at artificial, 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, 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 vendors for SUPPLY OF CHIP VISA DEBIT CARDS on need basis. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

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

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Lt.Col (R). Shahzad Begg
Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2. INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

Lt.Col (R).Shahzad Begg
Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2.2 Eligible Bidders

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

2.3 Corrupt Practice

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

3 Preparation of Bids

3.2 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)]

3.2 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.

3.3 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)]

3.4 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 firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

3.5 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.

3.6 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)]

3.7 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:

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

2. Furnish performance security in accordance with ITB Section [2.7.5].

3.8 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)]

4 Submission of Bids

4.1 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.

1.1 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)]

1.2 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;

3. 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)]
4. 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)]

1.3 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.

1.4 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

1.5 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].

1.6 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)]

1.7 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 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)]

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

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

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

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

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

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

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SNDB, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SNDB is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

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

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

IMPORTANT

In addition to above it may be noted that no complain will be entertained unless it is forwarded on company's original letter head, bearing complete address, NTN of the company and CNIC of the complainant.

1.8 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)]

- persons who have been legal professionals; [SPPRA Rule 32(2-a)]
- persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)]and
- 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)]

1.9 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 Opening and Evaluation of Bids

2.1 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.

2.2 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]

2.3 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.

2.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility 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 confirm to the specified requirements.

S.No.	Requisite	Evidence Attached	Compliance / Proof	
			Yes	No
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attach as Annexure "A")	Yes	No
2	Turn Over in last 3 Years should be at least 20 Million	Audit Report / Tax Return (attach as Annexure "B")	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "C")	Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "D")	Yes	No
5	Company should provide Valid Manufacturing Authorization Certificate for Manufacturing of DEBIT CARDS	Certificates from Manufacturer & Provide at least 5 Sample DEBIT Cards (attach as Annexure "E")	Yes	No
6	The DEBIT CARD manufacturing facility must be in compliance with EMV Standards	Chip Manufacturing & Personalization Certificates (attach as Annexure "F")	Yes	No
7	Manufacturer of DEBIT CARDS should be ISO Certified	Attach ISO Certificate (attach as Annexure-"G")	Yes	No
8	Company must provide list of clients for Supply of DEBIT CARDS in Pakistan	Attached Purchase Order (attach as Annexure "H")	Yes	No
9	Debit Card must be produced by Visa approved debit card manufacturer	Visa Certificates from Manufacturer (attach as Annexure "I")	Yes	No
<i>Qualified / Disqualified</i>				

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, bidder will be disqualified.

MANDATORY

1. Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
2. 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 on time.

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. Alternate bid is offered.
4. Non - 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 qualified bidder sublets the contract in any form/stage to any other agency.
6. The tender is deposited without Tender Fee.
7. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.

Discussions Prior to Evaluation

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

3 Award of Contract

3.1 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.

3.2 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).

3.3 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].

3.4 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.

3.5 Performance Security

Within 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

3.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

3.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

3.8 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]

3.9 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”]*

SCOPE OF WORK:**Visa Debit Chip Cards**

The vendor should provide imported Visa DEBIT chip cards (not locally manufactured) magnetic stripe & chip based and quote their cards as per following specifications. The vendors are required to quote for Visa Quick Read format card design. Specifications are listed below. All specifications are mandatory, deviation is not allowed

Specifications	Visa Quick Read Format
CARD TYPE	ISO Standard
CARD SIZE	54mm X 86mm
CARD THICKNESS	ISO Standard 0.76mm
ARTWORK	As required by Bank - Three Designs Silver, Gold & Platinum
CARD FRONT/ BACK	4 Colours (with Glitter) or higher
MAGNETIC STRIPE	HiCo, Quick Read Customized Magnetic Stripe (Gold, Silver & Blue)
VISA HOLOGRAM	On the back of Card – As per Visa Quick Read Standard
SIGNATURE PANEL	Customized, as per Visa Quick Read Standard Colour Matching
CHIP SPECIFICATIONS	Gold Colour, Global Platform 2.1.1 Standard, EMV Level 4.3, 16K EEPROM User Space, Dynamic Data Authentication (DDA), VSDC 2.8.1f1 applet pre-loaded Visa Chip Approval Expiry: July 2018 or higher
QUANTITY	42,000 Cards (Classic: 30,000 – Gold: 10,000 – Platinum: 2,000)
NOTE	Following items must be submitted before approval for final production Copy of Visa Approval of Card Design Copy of Visa Approval of Chip (Clearly showing Chip Approval Expiry) 50 Test White Sample Cards with Chip (for software testing/integration) 2 full printed sample cards of each design

Requirements and Specifications for Visa Quick Read Cards are attached as Annexure-I

Note:

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation criteria, then next lowest bid will be evaluated.

Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.

On qualification of a bidder during this process no further evaluation will be done.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE
(Applicable for the year 2015-2016)

Name of Bidder _____

QuickRead Format Visa Debit Card
(All prices must be in Pak Rupees and inclusive of all taxes)

S. No	Item	Unit Cost	Quantity	Total Amount
1	Chip Visa Debit Cards (Classic Design)		30,000	
2	Chip Visa Debit Cards (Gold Design)		10,000	
3	Chip Visa Debit Cards (Platinum Design)		2,000	
	*Total Amount		42,000	

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

Note

- The company will be considered disqualified from the very outset, if not GST registered.
- 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.**
- 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.
- Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
- In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
- 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.
- 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.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement/performance Security after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
- The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
- In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
- Pre Bid Meeting: Within one week (For Any Clarification)**
- Note.** There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

5 CONTRACT

5.1 Conditions of Contract

5.1.1 Definitions

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

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

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

▪ 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.

▪ 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.

▪ **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.

▪ **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.

▪ **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.

▪ **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.

▪ **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.

▪ **Force Majeure**

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

• **No Breach of Contract**

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

• **Extension of Time**

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

▪ **Termination**

• **Termination by SNDB**

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

- 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;
- If the Supplier becomes insolvent or bankrupt;
- If the Supplier, in the judgment of the SNDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- 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
- If the SNDB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

• **Termination by the Supplier**

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

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

• **Payment upon Termination**

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

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

▪ **Good Faith**

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

▪ **Settlement of Disputes**

• **Amicable Settlement**

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

• **Arbitration**

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

▪ **Data Ownership**

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

▪ **Obligations of the Supplier**

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

• **Conflict of Interest**

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

• **Confidentiality**

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

a. **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.

i. Performance Security

The amount of performance security shall be ten (10 %) percent of the Contract Price

ii.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.

iii.Price

Schedule of prices shall be as fixed in the Contract.

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

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

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

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

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

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

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

Name & Address of Agent

(If none, State none)

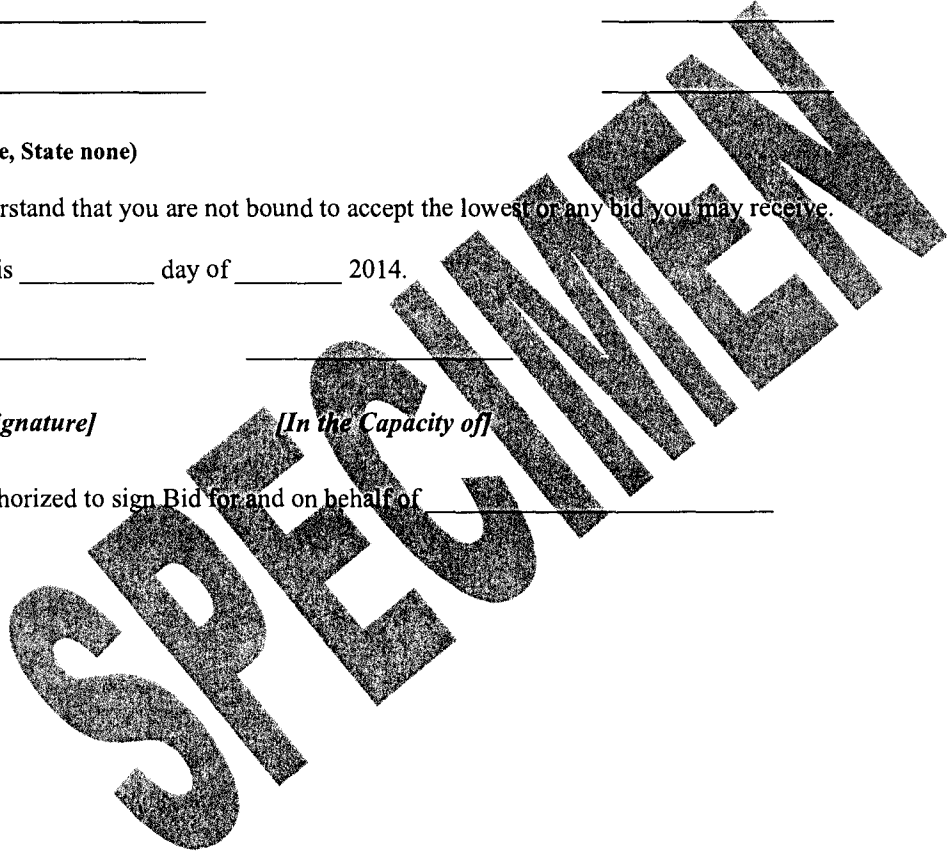
We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2014.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____



7. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto SNDB (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of ___ 2014.

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2014 to _____ [details of task to be inserted here] (hereinafter called "the Contract").

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

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

This guarantee is valid until the _____ day of _____ 2014.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

9. INTERGRITY PACT

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

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

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of _____

Signature: _____

Name: _____

NIC No: _____

10. Schedule of Availability, Submission & Opening of Bids

Please refer to Notification Advertisement on the subject matter.

11. Form of Contract**Annexure "F"**

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

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

1. The Effective Date of this Agreement is _____ 2014.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - 5 Trade secrets;
 - 6 Financial information, including pricing;
 - 7 Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - 8 Business information, including operations, planning, marketing interests, and products;
 - 9 The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - 10 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"):
 - 11 If it is clearly and conspicuously marked as "confidential" or with a similar designation;
 - 12 If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - 13 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:
 - 14 Any use of Confidential Information in violation of this agreement; and/or
 - 15 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:
 - 16 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
 - 17 Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - 18 Was known to the Recipient before receipt from the Discloser;
 - 19 Is or becomes publicly available through no fault of the Recipient;
 - 20 Is independently developed by the Recipient without a breach of this Agreement;
 - 21 Is disclosed by the Recipient with the Discloser's prior written approval; or
 - 22 Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure "G"

12. CONTRACT AGREEMENT

This Agreement is made on this _____ day of _____,
Between Sindh Bank Limited having its head office at 3rd Floor, 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 _____
(Goods).

AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on
the terms and conditions laid down hereinafter for the supply of Equipments for the BANK of total
sum Amounting Rs. _____.

Detail of Equipment is as follows:

S.No	Product	Quantity	Unit Price (PKR)	Total Price (PKR)
1				

Terms & Conditions:

1. The vendor will provide the performance security in the form acceptable to the Bank. for the 10% of the order value for the period of one year from the date of Submission of performance security. In case Vendor does not fulfil its commitments the bank reserves the right to enforce the performance security.
2. The vendor shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Bank within _____ from the date of receipt of Purchase Order.
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 parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.

5. The vendor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.

6. The Bank reserves the right to Test/Check the equipment to ensure that it is provided as per specification in the tender document. For any discrepancies, the Bank reserve the right to forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of the Bank forever. The decision of the Bank shall be final and binding upon the vendor.
7. 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 it shall be lawful for the Bank to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with vendor and the decision of the the Bank will be the final and legally binding on the vendor.
8. Proportionate payments against supply of equipment will be made within Thirty days from the equipment delivery date.
9. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Complaint Redressal Committee for Dispute Resolution.
10. Delivery will be made by the vendor at different locations prescribed by the Bank.
11. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged.
12. The term of this agreement shall be for a period of one year, commencing from the date of signing of this agreement.

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

Termination of Agreement by the Bank:

- If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued two (2) warning letter/emails by Sindh Bank Ltd for its unsatisfactory current performance by the Sindh Bank Ltd to the bidder.

Support Escalation Matrix:

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

LEVEL-1	Name/Designation (support staff)	
First complain if the call is not resolved " within specified response time " (24 hours)	Landline Phone	
	Email	
	Cell	
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	
Second complain, if the call is attended within " Specified Response Time " and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	
	Email	
	Cell	
LEVEL-3	Name/Designation	

Tender Document- Supply of Visa Debit Chip Cards
(CEO of the firm)

Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	
	Email	
	Cell	
Note: Ensure that no column above is left blank		

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

Name: _____

Name: _____

Signature: _____

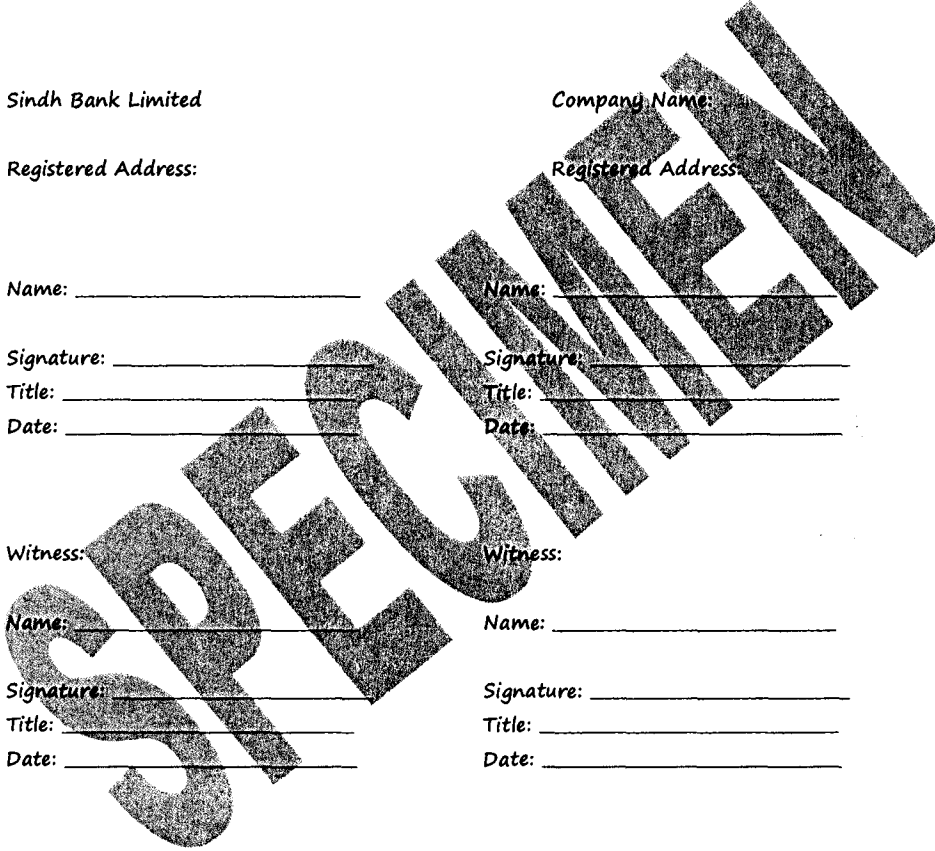
Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



ANNEXURE "H"

14. UNDERTAKING/AFFIDAVIT

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.

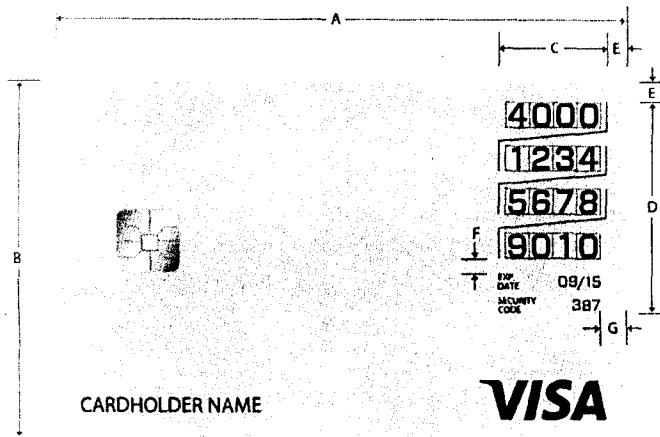
COMMISSIONER FOR TAKING AFFIDAVIT

Requirements and Specifications for Visa Quick Read Cards

Visa Quick Read Card

QUICK READ CARD DESIGN

Front of Card



Placement of Account Information on Visa Quick Read Cards

The account information must appear on the card front following the specifications below:

A	85.6 mm	Card width
B	53.98 mm	Card height
C	16.15 mm	Width of account information area including guide rules
D	32.0 mm	Height of account information area from top of guide rules to bottom of security code legend
E	3.0 mm	Distance from top edge of card to top of account information area including guide rules; distance from right side of account information area to right edge of card
F	2.25 mm	Distance from bottom of guide rules to top of expiration date legend
G	4.0 mm	Distance from expiration date and security code to right edge of card

These standards provide specifications developed specifically for the new Visa Quick Read card. Please refer to the Visa Product Brand Standards for additional information.

FRONT OF CARD

The account information on a Visa Quick Read Card is displayed in a specific configuration that consists of a 4-line account number separated by guide rules, expiration date, security code, and the associated legends. This unembossed account information must be placed on the card per these specifications using any of the Visa approved applications.

Visa Brand Mark

The new Visa Brand Mark is printed in the lower right position on the card, per the Visa Product Brand Standards. It may be displayed with or without a product identifier based on issuer needs.

Issuer Design Elements

Issuer design elements may be placed on the front of the card in an area that does not interfere with the account information or the Visa Brand Mark and its clear space.

Account Number

The 16-digit account number must appear in Forza Medium font, 14pt with 18.75 leading. The numbers must be tracked as shown in the illustration to the left. The outline boxes around the numbers indicate the area for applying each number. The rows of numbers are separated by a specific configuration of guide rules that can be pre-printed or applied along with the account number.

Agencies and vendors may obtain the Forza font by contacting:

Hocfler & Frere Jones
611 Broadway, Room 725
New York, NY 10012-2608
www.typography.com

Expiration Date and Security Code

The expiration date and security code legends, "EXP. DATE" & "SECURITY CODE", must be stacked and placed below the account number, in 4 pt Forza Book, all caps, flush with the left edge of the guide rules above.

The expiration date and security code are placed 4.0 mm from the right edge of the card in 7pt Forza Book, centered on the height of the stacked legend.

Cardholder Name

The cardholder name must be placed on the front of the card in a sans serif font no larger than 9 pt.

Color

All account information must print in a color that provides sufficient contrast and legibility with the card background.

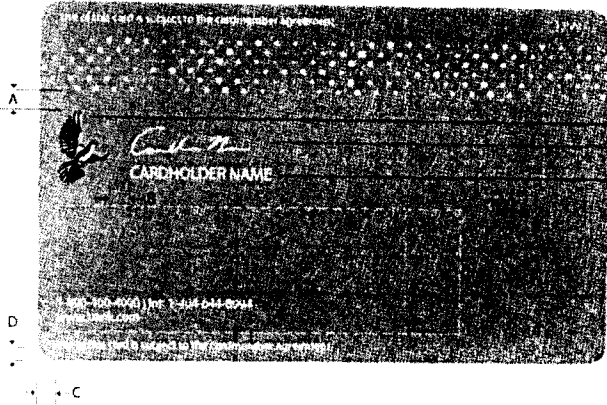
Requirements and Specifications for Visa Quick Read Cards

Visa Quick Read Card

QUICK READ CARD DESIGN

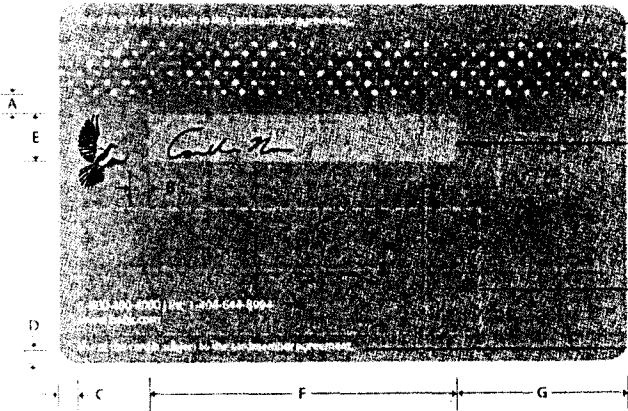
BACK OF CARD

Back of Card with Digital Cardholder Signature



- Custom Magnetic Stripe***
The custom magnetic stripe design must be placed on the back of the card, in a color that matches to the card background.
- Visa Dove Hologram**
The new silhouetted Visa Dove Design Hologram must be displayed only on the back of the card, per these specifications. A minimum clear space of 3.0 mm must be maintained on all sides of the hologram.
- Digital Cardholder Signature**
A digital cardholder signature may appear on the back of the card as a preferred application method. The digital signature must be placed per these specifications. The digital signature must not exceed 7.0 mm in height and 46.0 mm in width.
- Cardholder Name**
The cardholder name must be displayed with the digital signature, placed flush left under the signature, all caps in a sans serif font no larger than 7 pt.

Back of Card with Signature Panel



- Manufacturer Identification Codes**
The visible manufacturer identification code must be displayed on the back of the card, placed in the upper right corner above the magnetic stripe, in a 4 pt light sans serif font.
- The "VOID"/security code pattern** must be placed under the signature panel, or under the magnetic stripe for digital cardholder signatures, per the Visa Product Brand Standards.
- Signature Panel***
When a signature panel is applied, it must be produced in a solid custom color that closely matches the card background color and is light enough for a blue or black signature to be clearly legible. The signature panel must be placed on the card back per these specifications.
- Issuer Customer Service Information**
Key customer service information must be grouped and displayed on the card back, placed flush left in the area under the hologram, in 5-6 pt sans serif font.
- Optional Disclosure Text**
If used, disclosure text may be placed at the top or bottom of the card, per these specifications, in a 5 pt sans serif font.

Placement of Hologram and Digital Signature/Signature Panel

Use the specifications below when placing the hologram and digital signature or signature panel on the back of the card:

- A** 3.0 mm Minimum distance from bottom of magnetic stripe to top of hologram and top of signature area
- B** 3.0 mm Minimum distance between hologram and digital signature, signature panel and cardholder name
- C** 5.0 mm Distance from left edge of card to hologram; min distance from left edge of card to issuer customer service information and optional disclosure text
- D** 2.0 mm Minimum distance from optional disclosure text to top or bottom edge of card
- E** 7.0 mm Height of signature panel
- F** 46.0 mm Width of signature panel
- G** 25.0 mm Minimum distance from right side of signature panel to right edge of card

* In support of issuers that would like to utilize the Visa Quick Read card, but may not have large card production quantities to warrant minimum order sizes for custom printed magnetic stripe or signature panel material, Visa has partnered with Leonard Kurz Stiftung & Co to stock an inventory of specific colors. Kurz will have custom magnetic stripe and signature panel material to support black, silver and blue colored card backs, starting July 1, 2014. To order material, please contact your Kurz representative. Material requests must be associated with a specific issuer card order.

SNDB/COK/ADMIN/TD/ /2015

Copy No: _____

Sindh Bank Limited

Tender Document

***Supply and Installation of
Chip Personalization Solution***

This Document Contains: 38 pages

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DEFINITIONS

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

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

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

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

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

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

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

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

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

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

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

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

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

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

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SNDB to establish prices at artificial, 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, 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 vendors for Supply and Installation of Chip Personalization Solution on need basis. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

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

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Lt.Col (R). Shahzad Begg
Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2. INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

Lt.Col (R).Shahzad Begg
Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2.2 Eligible Bidders

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

2.3 Corrupt Practice

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

3 Preparation of Bids

3.2 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)]

3.2 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.

3.3 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)]

3.4 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 firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

3.5 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.

3.6 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)]

3.7 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:

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

2. Furnish performance security in accordance with ITB Section [2.7.5].

3.8 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)]

4 Submission of Bids

4.1 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.

1.1 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)]

1.2 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;

3. 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)]
4. 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)]

1.3 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.

1.4 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

1.5 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].

1.6 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)]

1.7 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 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)]

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

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

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

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

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

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

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SNDB, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SNDB is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

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

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

IMPORTANT

In addition to above it may be noted that no complain will be entertained unless it is forwarded on company's original letter head, bearing complete address, NTN of the company and CNIC of the complainant.

1.8 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)]

- persons who have been legal professionals; [SPPRA Rule 32(2-a)]
- persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)]and
- 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)]

1.9 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 Opening and Evaluation of Bids**2.1 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.

2.2 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]

2.3 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.

2.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility 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 confirm to the specified requirements.

Eligibility Criteria for Chip Personalization Solution

S.No.	Requisite	Evidence Attached	Compliance/Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attach as Annexure "A")	Yes	No
2	Turn Over in last 3 Years should be at least 20 Million	Audit Report / Tax Return (attach as Annexure "B")	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "C")	Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "D")	Yes	No
5	Vendor must Authorized working relationship with the manufacturer	Copy of Manufacturers certificate (attach as Annexure "E")	Yes	No
6	Must be in partnership with Manufacturer for 03 years or more	Manufacturers letter to confirm (attach as Annexure "F")	Yes	No
7	Similar Solution Supply Reference With minimum 1 install base in Pakistan	Customer Satisfaction Letter from a financial institution in Pakistan running a similar solution for the last 3 years (attach as Annexure "G")	Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

- 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.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified

MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- 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 on time

DISQUALIFICATION

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

- On black list of SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance

Discussions Prior to Evaluation

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

3 Award of Contract

3.1 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.

3.2 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).

3.3 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].

3.4 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.

3.5 Performance Security

Within 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

3.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

3.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

3.8 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]

3.9 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”]*

SCOPE OF WORK: Chip Personalization Solution

Sindh Bank Limited is intend to deploy a complete chip card personalization solution for its upcoming project of Visa Debit Cards, bid should include necessary hardware & software with complete training and installation for the issuance of Visa Chip Debit Cards

Required Software & Hardware Components:

Data Preparation & Script Host:	A software for EMV data preparation and personalization in a single step operation without the need of user access to this software component on day-to-day basis. Should support unlimited number of BINs. Should be able to support Visa, MasterCard & UnionPay products.
Key Management Module:	A complete EMV related Security Module for VISA Card production.
Personalization Manager:	Management platform for Smart Card personalization applications and other objects like machines etc. The solution must be compliant with existing card printing machine
Cryptographic HSM:	A single HSM to manage all kind of data preparation, key management and personalization process.
Personalization Script:	A customized personalization script for Visa Debit Card as per the selected profile and customization based on Sindh Banks requirement given at the time of project start. Should incorporate all three BINs. Personalization script system should be in editable format and support existing VISA & and in future Master Card , CUP , JCB & AMEX (minor changes in script after go live should be done free of cost)
Deployment /Installation of Software Time	6 Weeks

Required Other Services:

- First Year Support Agreement should be included in the price
- Backup Software and backup License must be included in the offer
- Complete project management with relevant guidance to the bank in terms of standards and all necessary information shall be responsibility of the vendor
- Complete consultancy till the time of first live card is produced

Note:

- It is the vendors responsibility to evaluate all aspects of the project prior to bidding, advise any short coming in the existing need/changes and relevant cost in the below available items with the bank. The provided solution should fulfill the requirements of Visa Quick Read format card design as well as the normal card design. A complete project plan shall also be included, describing each and every step till the time of launch.
- Requirements and Specifications for Visa Quick Read Cards are attached as Annexure-I

Available Items at Sindh Bank:

Following items will be provided by Sindh Bank as part of the project.

- Production data file including all relevant information like magstripe data, PAN, expiry, CVV2, iCVVetc (No EMV data will be included as this is part of the data preparation to be provided by the vendor)
- Card Printing Machine (Quantity: 2, Model: FP65i)
- PCs to install the hardware/software
- 30 Test White Sample Cards for script development/testing/Visa submission
- All relevant keys and digital certificates from host system or Visa

Technical Compliance Matrix

Requirement	Compliance (Yes/No)	
Is Card Personalization core expertise of the Organization	Yes	No
Experience: No of years in the card personalization software provision in Pakistan?	Yes	No
Total number of Chip Personalization Solution Deployments (Local) (No.)	Yes	No
List of Chip Personalization Solutions Deployed Local	Yes	No
Chip Personalization Installed Site over 3 Years	Yes	No
Unlimited BINs Supported?	Yes	No
Single Step Data Preparation & Personalization?	Yes	No
Does the proposed EMV solution support existing card printing machine installed at Sindh Bank	Yes	No
Does the proposed EMV solution support other models card printing / embossing & indenting machines?	Yes	No
If any upgrade is required to the existing card printing machine, is it included in the offer?	Yes	No
Local reference site where the solution is connected to the same machine or any other machine to issue Chip Debit Cards	Yes	No
Personalization script system should be in editable format and support existing VISA & and in future Master Card , CUP , JCB & AMEX (minor changes in script after go live should be done free of cost)	Yes	No
First year support included	Yes	No
During support period, all updates are included Free of Charge?	Yes	No
Installation, Training and On-Site support included?	Yes	No
Backup software and backup License included in offer?	Yes	No

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation criteria, then next lowest bid will be evaluated.

Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.

On qualification of a bidder during this process no further evaluation will be done.

FINANCIAL PROPOSAL

PRICE SCHEDULE (Applicable for the year 2015-2016)

Name of Bidder _____

Price Table: Chip Personalization Solution

(All prices must be in Pak Rupees and inclusive of all taxes)

S. No	Item	Unit Cost	Quantity	Total Amount
1	Chip Personalization Solution (Inclusive of all modules listed in the technical scope, backup license and first year support)		01 Set	
*Total Amount				

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

Note

1. The company will be considered disqualified from the very outset, if not GST registered.
2. **The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.**
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. **Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
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. 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.
8. All conditions in the contract agreement attached as Annexure G are part of this tender document.
9. The tender will be considered cancelled if the contract agreement/performance Security after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
10. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
11. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
12. **Pre Bid Meeting: Within one week (For Any Clarification)**
13. *Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.*

5 CONTRACT

5.1 Conditions of Contract

5.1.1 Definitions

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

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

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

▪ 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.

▪ 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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **Force Majeure**

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

- **No Breach of Contract**

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

- **Extension of Time**

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

▪ **Termination**

• **Termination by SNDB**

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

- 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;
- If the Supplier becomes insolvent or bankrupt;
- If the Supplier, in the judgment of the SNDB has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- 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
- If the SNDB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

• **Termination by the Supplier**

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

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

• **Payment upon Termination**

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

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

▪ **Good Faith**

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

- **Settlement of Disputes**

- **Amicable Settlement**

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

- **Arbitration**

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

- **Data Ownership**

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

- **Obligations of the Supplier**

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

- **Conflict of Interest**

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

- **Confidentiality**

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

- a. **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.

- i. **Performance Security**

The amount of performance security shall be ten (10 %) percent of the Contract Price

ii. 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.

iii. Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

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

DOCUMENT I

Dated: _____, 2015

To,

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

Gentleman,

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

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

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

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

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

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

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

Name & Address of Agent

(If none, State none)

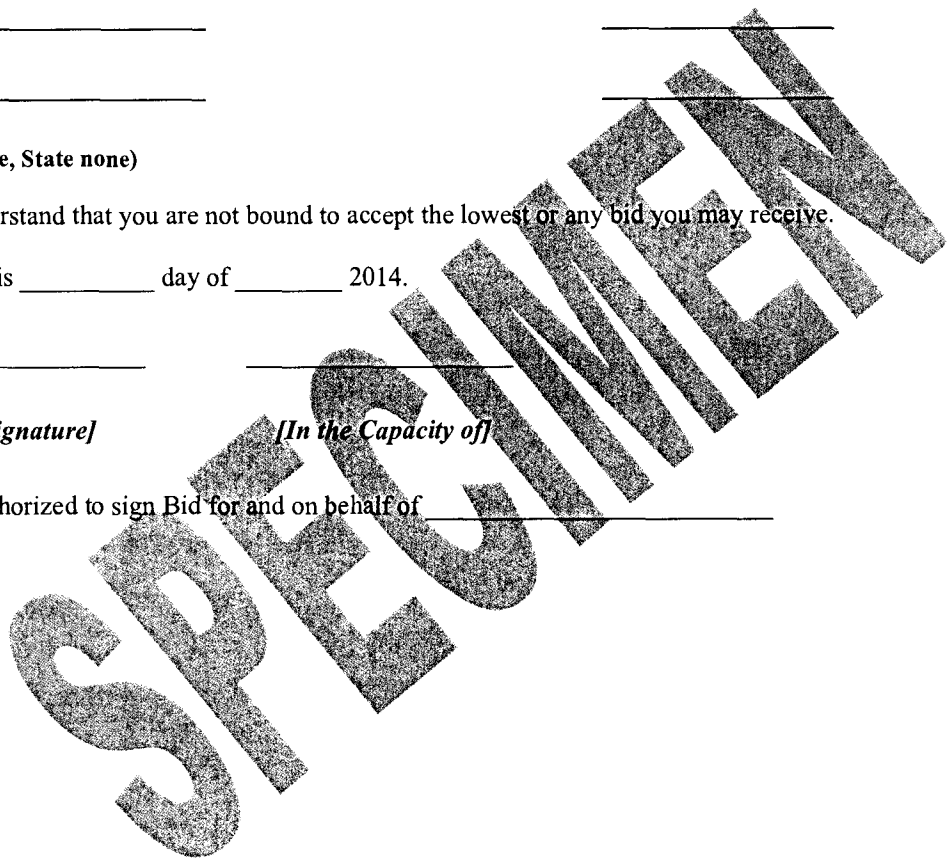
We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2014.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____



7. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto SNDB (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2014.

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2014 to _____ [details of task to be inserted here] (hereinafter called ‘the Contract’).

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

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

This guarantee is valid until the _____ day of _____ 2014.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

9. INTERGRITY PACT

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

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

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of _____

Signature: _____

Name: _____

NIC No: _____

10. Schedule of Availability, Submission & Opening of Bids

Please refer to Notification Advertisement on the subject matter.

11. Form of Contract**Annexure “F”**

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

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

1. The Effective Date of this Agreement is _____ 2014.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - 5 Trade secrets;
 - 6 Financial information, including pricing;
 - 7 Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - 8 Business information, including operations, planning, marketing interests, and products;
 - 9 The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - 10 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”):
 - 11 If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - 12 If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - 13 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:
 - 14 Any use of Confidential Information in violation of this agreement; and/or
 - 15 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:
 - 16 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
 - 17 Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - 18 Was known to the Recipient before receipt from the Discloser;
 - 19 Is or becomes publicly available through no fault of the Recipient;
 - 20 Is independently developed by the Recipient without a breach of this Agreement;
 - 21 Is disclosed by the Recipient with the Discloser's prior written approval; or
 - 22 Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT

This Agreement is made on _____

By & BETWEEN

Sindh Bank Limited Banking company incorporated under the laws of the Islamic Republic of Pakistan and having its registered Head office _____ Karachi (hereinafter referred to as "SNDB") which expression shall unless repugnant to the context include its successors-in-interest and permitted assigns) of the first part:

AND

M/s. Vendor A company incorporated under the law of the Islamic Republic of Pakistan and having its registered office at _____ (hereinafter referred to as "Vendor ") which expression shall unless repugnant to the context include its successors-in-interest and permitted assigns of the second part.

TERM OF AGREEMENT

The Date on which this agreement shall come into effect is _____2015. This agreement shall continue to remain in force unless terminated by either Vendor or SNDB according to the terms and conditions as stated in the termination section of this agreement.

PARTIES

Collectively SNDB & Vendor are referred to as "parties.

WHEREAS:

- a) VENDOR has has the right to license "EMV Issuance Solution" hereinafter defined as "Software"
- b) SNDB wishes to procure, install, develop, customize and use the Software as per bank requirement.

NOW IT IS HEREBY AGREED as follows

1.0 DEFINITIONS

- In this Agreement and the schedules hereto, the following expression shall (except where the context otherwise requires) have the following meanings.
- **Software** means the computer programs in machine readable form and all the documents and materials forming part thereof or relating thereto and (except herein specifically excluded) any Update delivered by AL INTISAR to)

- **Property Rights** means all copyrights, patents, trade secrets, confidential information and other intellectual property rights in all parts of the world.
- **Object Code** means a code that can be read by a computer's operating program and used to issue instruction to the computer.
- **Update** means any amendment, improvement, addition, modification, adoption or development of the Software and to the Update construed accordingly.
- **Delivery** means any installation, development, customization, implementation and training of software.

2.0 PURPOSE

2.1 The main purpose to take system is to issue EMV Visa Debit Cards using bank provided input data files as per banks final requirements

1. To implement complete issuance software covering all aspects of Visa Chip Debit Card Issuance Requirements
2. To provide complete consultancy & project management for the project
3. All modules shall be integrated and have complete workflow to automate the entire process
4. Provide complete guidance to SNDB in terms of standards and all necessary information that is necessary to implement the project successfully.

2.2 The details of Modules covered by this agreement (as per annexure A) and the applicable usage are covered in scope of work.

3.0 TERM OF REFERENCE/SCOPE OF WORK

3.1 Description of the Software Services

The software has been licensed to SNDB by Vendor and installed at Sindh Bank Limited.

Following is a list of services that are included within the scope of this Agreement:

1. Provisioning of Software Production Licenses
2. Provisioning of necessary HSM/Cryptographic Modules
3. Provisioning of Backup Software Licenses
4. First Year Support with Free of Charge software upgrades released during the term of Support
5. Provisioning & Customization of Personalization Script as per SNDB requirement and provided in editable format that can be used for independent customization in future by SNDB
6. Evaluate any short comings in the available infrastructure, data or any other element that may impact the project launch and propose the required item as integral part of the offer
7. Training of bank staff for complete operation and administration

3.2 Installations, training and back-up period

3.2.1 VENDOR shall install the Software within 6 weeks after issuance of Purchase Order, and provisioning of sample data/input file and test cards and keys.

3.2.2 Vendor shall install the software at designated site of SNDB. SNDB personnel shall use this software to test, gap analysis and provide customization/development requirement duly signed by relevant authorities.

3.2.3 SNDB shall assign a well-trained and experienced liaison officer during the installation, customization, development and subsequent training period to provide necessary information to VENDOR. During the same period, Vendor undertakes to carry out its obligations pursuant to this agreement in a professional, competent and honest manner with their competent and qualified personnel. Vendor will nominate system designing team and coordinator for the project under the supervision of Head Analyst; as per annexure "C"

3.2.4 VENDOR hereby agrees to provide SNDB with a reasonable period of user systems training and support.

3.2.5 VENDOR undertakes that Software will be completely customized and implemented by VENDOR within 6 weeks time. VENDOR agrees to perform the services as described in Attached "A".

3.2.6 VENDOR shall provide support after the live implementation for 1 year

3.2.7 The term of this Agreement carry out its duties hereunder in "the provision of the services in an efficient, professional manner and that such services will be-provided when required without unreasonable delay and in accordance with the terms hereof.

3.2.8 Both parties shall ensure that all communications concerning the Services are channeled through the Project Contact and are confirmed in writing. The both parties shall inform promptly in writing of any change in the identity of the Project Contact and no change shall take effect unless and until such notice has been received by VENDOR or SNDB.

3.2.9 SNDB will update Vendor regarding regulation, rules etc of the SNDB as may be applicable for the purpose of this project. Vendor shall fulfill all the rules and regulation as given by SNDB.

3.2.11 VENDOR ensures that they will not subcontract anything related to their service without SNDB confirmation /permission.

3.2.12 VENDOR will deploy highly trained personnel for installation & training at SNDB.

3.2.13 VENDOR will maintain a complete audit trail, record and supporting documents (financial/non financial) related to agreement and present to our internal/external auditors if require.

3.3 Integration with core banking systems:

3.3.1 VENDOR agrees to provide that they will be responsible for the integration of software with existing card printer systems and data files of SNDB.

3.3.2 SNDB agrees to provide VENDOR with reasonable access with the prior consultation/permission of ITD as well as working facilities to VENDOR's staff in bank premises during working hours.

3.5 Development of Resources & Software Support

3.5.1 Human resource by VENDOR services at SNDB-site is governed under following terms to maintain effective timelines / completion of assignment and proper project support services later on:

3.5.2 VENDOR will take full responsibility of any miscalculations, bug/errors, faults etc. found in the Software and will take all reasonable measures to rectify such reasons.

3.5.4 VENDOR will deploy skilled support personnel, to be placed at SNDB premises full time, initial implementation period in live environment, who will liaison with the users of the Software for immediate rectification of bug and errors in the Software.

3.5.5 Senior management of VENDOR will interact with designated SNDB team, at least on weekly basis or as and when required during implementation period, to discuss issues related to implementations,

3.5.7 After expiry of the 1 Year support period, VENDOR will provide SNDB with Software Support Service either by telephone, email, fax or by personal visit by an VENDOR analyst/programmer for resolving technical or operational problems which may from time to time be encountered with the Software.

3.6 Software Maintenance Agreement

3.6.1 After the expiry of initial 1 Year support period a separate Agreement for annual Maintenance shall be made between SNDB & Vendor.

4.0 MODES OPERANDI

4.1 Process

4.1.1 The programs comprising the Software will be supplied in the install/executable format on a CD (Compact Disc) media along with customized personalization script in an editable format, provided that such media have been approved by SNDB.

4.1.2 VENDOR will supply one copy of documentation, process flow and system manual forming part of the Software and all documents shall be updated after any new version, update or releases.

4.1.3 On delivery, VENDOR shall install the available modules along with support software on the designated server of SNDB.

4.1.4 After customization and development, run the system in test environment.

4.1.5 Arrange UAT and joint testing with SNDB internal departments.

4.1.6 After completion of above process, Vendor shall live implement of application

4.1.7 After successfully implementation of module, installation shall be process according to the mutually agreed schedule.

4.2 SNDB Relationship Officer

In order to design and implement the systems, SNDB shall be required to appoint a liaison officer who shall work with VENDOR designated team by providing the necessary information about SNDB requirements, and facilitate early installation of the Systems at SNDB hardware.

4.3 Time Schedule

4.3.1 VENDOR Software shall be installed at the designated machines within 6 weeks as stated in Clauses (3.2.1 & 3.2.2)

4.3.2 After the installation phase, SNDB will be provided training for each module, along with user manuals.

4.3.3 Software will be completely implemented and customized by VENDOR, as stated in Clause (3.2.4)

4.3.4 After the complete implementation and customization of the Software, VENDOR shall provide SNDB 1 Year support, as stated in Clause (3.5.4)

4.4 Penalty

The initial system must be provided within 6 weeks of the purchasing order and other relevant input information which should care most of the above requirement. In case vendor fails to deliver/install the system in live environment within 6 weeks or complete system is not delivered in 8 weeks a penalty of 0.1% of the tender amount will be charged per day and will be deducted at first payment.

In case it is felt during the period of 6 weeks that vendor is not capable of delivering the product and time is being wasted, the contract will be terminated with a notice of one week without any obligation on the part of bank and bid security will be forfeited.

4.5 Payment

Payment will be done only after satisfaction of all concern department of the Bank.

5. OTHER TERMS & CONDITIONS

5.1 Confidentiality

5.1 .1 SNDB acknowledges that all information forming part of the Software is confidential (to the extent that it is not and shall not have entered the public domain). SNDB shall reserve the confidentiality of the Software and in particular shall only authorize access to or disclose confidential information relating to the Software to its employees to extent that such access or disclosure is necessary for business requirement of SNDB . Moreover, SNDB shall ensure that reasonable measures shall be taken to ensure that access to the Software is restricted and that it is safeguarded from theft and unauthorized use.

5.1.2 VENDOR hereby undertakes to keep confidential all non-public information (written or oral) and whether commercial, Technical or otherwise relating to the business products and services of SNDB during discussions or the performance of this

Agreement which is either marked or should by its nature be understood to be confidential (the "Information").

5.1.3 VENDOR hereby undertakes not to disclose without written consent of SNDB the Information in whole or in part to any other person save those of its employees involved in the implementation of the Project and who have a need to know the same. VENDOR will use the Information solely in connection with the Project and not for its own benefit or any other third party.

5.2 Copyright Indemnity

5.2.1 VENDOR warrants that it has the right to license the Software to SNDB.

5.2.2 VENDOR shall defend at its own cost, any claim by any party against SNDB for infringement of the Copyrights if any in Pakistan or abroad, in the Software supplied by VENDOR and shall hold SNDB harmless against any such claims.

5.3 Contingency Planning:

VENDOR ensures that during the course of development, implementation and customization they have adequate understanding of their service provider's contingency plan. They have defined a designated team who are responsible for critical solutions in emergency cases.

5.4 Usage Parameters

5.4.1 In consideration of SNDB paying VENDOR the cost of Software within the terms and condition as set out in paragraph (A3) of the schedule hereto, VENDOR agrees to deliver, install, develop and customize the Software at SNDB Head Office. VENDOR retains the ownership of the Software under the Copyright Act.

5.4.2 VENDOR grants to SNDB and SNDB hereby accepts the non-exclusive, non-transferable, royalty free and intangible right (the "license") to use the Software for processing of its own data for its business purposes. SNDB shall not market nor commercialize the Software by way of sub-licensing or otherwise.

5.4.3 SNDB shall not reverse compile or reverse assemble the executable (excluding the personalization script provided in editable format) of the Software in whole or in part.

5.5 Copies and Successors

5.5.1 SNDB hereby agrees that it shall not copy the Software in the whole or in part except when SNDB may copy such Software as may be necessary for backup purposes. SNDB is only liable to use the Software at its own offices, branches, subsidiaries or successors. No copies of the Software are to be supplied to any third party.

5.5.2 This Agreement shall be binding upon for the benefits of the legal heirs, executors, administrators, and successors-in-interest and permitted assigns. If a party should merge, amalgamate or enter into any voluntary corporate reconstruction, such resulting entity shall be bound by the terms of this Agreement.

5.6 Anti- Money Laundering Requirement:

VENDOR acknowledge that they do not violate any statutory/prudential requirement on anti money laundering or record keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.

5.8 TERMINATION

5.8.1 SNDB shall have the right to terminate this Agreement at any time if VENDOR shall default in the performance of its obligations or non compliance with any provision of this agreement hereunder and shall fail to remedy such default (if remediable) during the eight weeks period following service of a written notice of default VENDOR.

5.8.2 Notwithstanding anything above, VENDOR reserves the right to terminate this Agreement with immediate effect and withdraw all services covered under this Agreement if SNDB shall not fulfill its obligations or non compliance with any provision of this agreement by giving 12 weeks notice.

5.9 Modifications and Waiver

5.9.1 All changes to the terms and conditions set forth in this document must be in writing and approved by both VENDOR and SNDB; any waiver must be in writing and be signed by the party waiving its rights. -

5.9.2 Any failure or delay by either party on exercising any right or remedy will not constitute a waiver.

5.9.3 This Agreement may be modified only by writing, signed by a duly authorized representative of each party.

5.10 Governing Law Jurisdiction

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan and both the parties i.e. SNDB and [VENDOR], hereby submits to the jurisdiction of the local courts Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement.

5.11 Arbitration

In the event of any difference or dispute arising out of or relating to this Agreement the parties shall attempt in good faith to settle such difference or dispute by mutual discussion within 30 days after the disputing party gives written notice of such difference or dispute to the other party.

1. In the event that such difference or dispute is not resolved by mutual discussions, the same shall be referred to the **Complaint Redressal Committee for Dispute Resolution**.

5.12 The term of this agreement shall be for a period of one year, commencing from the date of signing of this agreement.

5.13 Force Majure

Neither party shall be liable for any failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident,

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explosion, fire, shortage of labor or materials, labor disputes, government restrictions, or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected party shall notify the other in writing of such events or circumstances promptly upon their occurrence.

This Agreement shall be binding upon each party to this Agreement, their successors and assigns.

In witness whereof this has been signed on behalf of the parties hereto the day and year first above written

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEXURE “H”

14. UNDERTAKING/AFFIDAVIT

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/644/2015

COPY NO: _____

Sindh Bank Limited

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DEFINITIONS

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

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

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

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

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

“**Conflict of Interest**” means -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Lowest Evaluated Bid**” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids / a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost.

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

“**Notice Inviting Tender**” means the notice issued by a SNDB through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or

expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

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

“SNDB” means the Sindh Bank Limited;

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

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

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

► 1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for Supply of Microsoft License. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

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

This TENDER Documents includes the following Sections

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

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

2 INSTRUCTION TO BIDDERS (ITB)

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

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

2.1 Correspondence Address

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

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

2.2 Eligible Bidders

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

2.3 Corrupt Practice

1. SNDB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SNDB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010 (Amended 2013), in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

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

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

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

2.4.4 Technical Proposal

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

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs inclusive taxes associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB. Adding of any condition on the said format will not be taken in to consideration.

2.4.6 Bid Currencies

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

2.4.7 Bid Security

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

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

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

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

The bid security shall be forfeited:

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

2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

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

2.5.2 Response Time

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

2.5.3 Extension of Time Period for Submission of Bids

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

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

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

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

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]
2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-c)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SNDB, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SNDB is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

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

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

IMPORTANT

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

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

2.5.9 Review Panel

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

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

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

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

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

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SNDB

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

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids; 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.

Eligibility Criteria

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
			Yes	No
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attach as Annexure "A")	Yes	No
2	Turn Over in last 3 Years should be at least 20 million	Audit Report / Tax Return (attach as Annexure "B")	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "C")	Yes	No
4	Offices in minimum 3 major cities. Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "D")	Yes	No
5	The Company must provide list of clients for supply of Microsoft Licensed Software including at least one bank in Pakistan other than Sindh Bank.	Purchase Order (attach as Annexure "E")	Yes	No
6	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (Attach as Annexure "F")	Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

- 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.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified

MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- 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 on time

DISQUALIFICATION

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

- On black list of SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.

2.6.5 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

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

2.7.4 Signing of Contract

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

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

2.7.5 Performance Security

Within 10 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

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

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

2.7.8 Integrity Pact

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

2.7.9 Non Disclosure Agreement

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

3 SCOPE OF WORK

S. No.	Part No.	Product Description	Qty
1	79P-04749	Microsoft Office Professional Plus 2013 Sngl OLP NL	100
2	7JQ-00750	Microsoft SQL Server Enterprise Core 2014 OLP –Level C	4

Note

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation criteria, then next lowest bid will be evaluated.

Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.

On qualification of a bidder during this process no further evaluation will be done.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2015-2016)

Name of Bidder _____

S.No	Part No.	Item	Unit Cost	Quantity	Total Amount In Pak Rs.
01	79P-04749	Microsoft Office Professional Plus 2013 Sngl OLP NL		100	
02	7JQ-00750	Microsoft SQL Server Enterprise Core 2014 OLP-Level C		04	
*Total Amount in Pak Rs.					

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

Note

1. The company will be considered disqualified from the very outset, if not GST registered.
2. **The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.**
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. **Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
7. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
8. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
11. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
12. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
14. **Pre Bid Meeting: Within one week (For Any Clarification)**

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

Signature & Stamp of Bidder _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.(Amended 2013)

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

5.1.2 Law Governing Contract

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

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

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

5.1.4 Authorized Representative

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

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SNDB

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

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

5.1.10.2 Termination by the Supplier

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

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

5.1.10.3 Payment upon Termination

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

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

termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

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

5.2 Special Conditions of Contract

Annexure “A”

6. BID FORM

FORM OF BID

Tender Reference No.....

Dated: _____, 2015

To,

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

Gentleman,

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

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

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

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

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

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

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

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

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

Name & Address of Bidder in Block Capital

Dated this _____ day of _____ 2015

SPECIMEN

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Witness;

Signature; _____

Name: _____

Address:-----

Occupation:-----

Annexure “B”

7. BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply and installation of Internet (Bandwidth) Connection

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto Sindh Bank (hereinafter called “the Purchaser”) in the sum of Rupees _____ (for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2015

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure “C”

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 2015 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

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

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

This guarantee is valid until the _____ day of _____ 2015.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “D”

9. INTEGRITY PACT

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

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

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Annexure “E”

10. SCHEDULE OF OPENING AND SUBMISSION OF BID

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

Annexure “F”

11. FORM OF CONTRACT (Non-Disclosure Agreement)

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

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

1. The Effective Date of this Agreement is _____ 2014.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

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

11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure “G”

12. CONTRACT AGREEMENT

This Agreement is made on this _____ day of _____ ,
Between Sindh Bank Limited having its head office at 3rd Floor, 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 _____
(Goods).

AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on
the terms and conditions laid down hereinafter for the supply of Equipments for the BANK of total
sum Amounting Rs. _____ .

Detail of Equipment is as follows.

S.No	Product	Quantity	Unit Price (PKR)	Total Price (PKR)
1				

Terms & Conditions:

1. The vendor will provide the performance security in the form acceptable to the Bank. for the 10% of the order value for the period of one year from the date of Submission of performance security . In case Vendor does not fulfil its commitments the bank reserves the right to enforce the performance security.
2. The vendor shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Bank within _____ from the date of receipt of Purchase Order.
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 parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.

5. The vendor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services

Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.

6. The Bank reserves the right to Test/Check the equipment to ensure that it is provided as per specification in the tender document. For any discrepancies, the Bank reserve the right to forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of the Bank forever. The decision of the Bank shall be final and binding upon the vendor.

7. 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 it shall be lawful for the Bank to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with vendor and the decision of the the Bank will be the final and legally binding on the vendor.

8. Proportionate payments against supply of equipment will be made within Thirty days from the equipment delivery date.

9. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Complaint Redressal Committee for Dispute Resolution.

10. Delivery will be made by the vendor at different locations prescribed by the Bank.

11. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged.

12. The term of this agreement shall be for a period of one year, commencing from the date of signing of this agreement.

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

Termination of Agreement by the Bank:

- If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued two (2) warning letter/emails by Sindh Bank Ltd for its unsatisfactory current performance by the Sindh Bank Ltd to the bidder.

Support Escalation Matrix:

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

LEVEL-1	Name/Designation (support staff)	
First complain if the call is not resolved " within specified response time " (24 hours)	Landline Phone	
	Email	
	Cell	

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

Sindh Bank Limited

Company Name: _____

Registered Address: _____

Registered Address: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Name: _____

Name: _____

Signature: _____

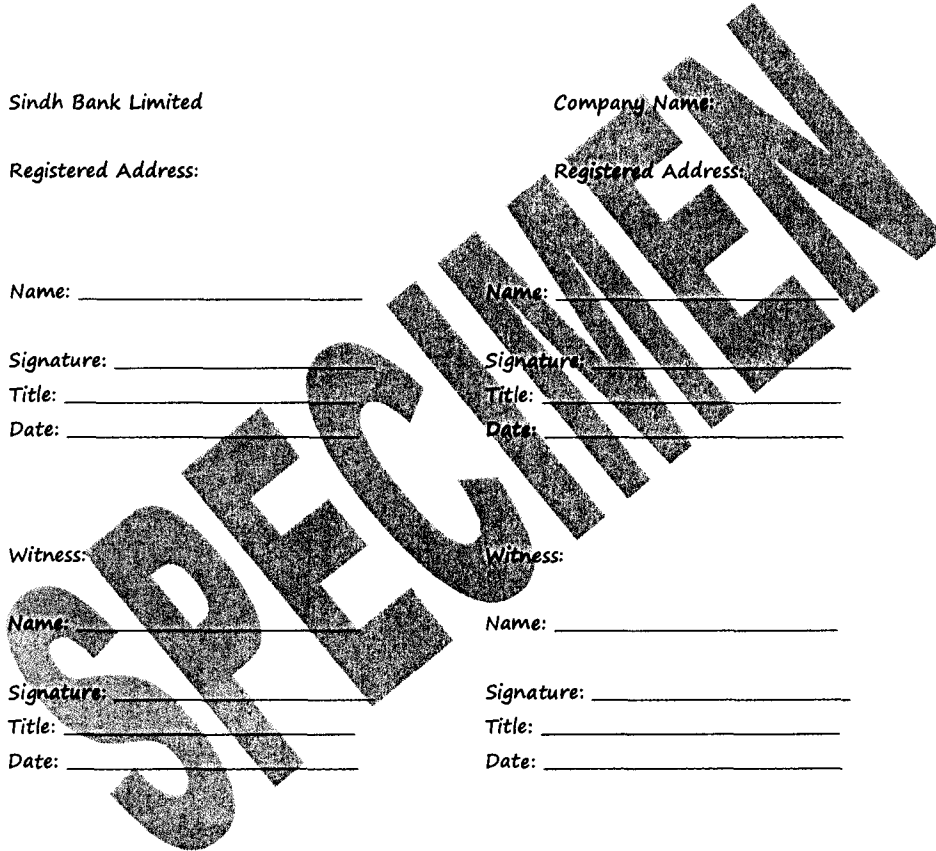
Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



ANNEXURE “H”

13. AFFIDAVIT/UNDERTAKING

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/_____/2015

COPY NO: _____

Sindh Bank Limited

Tender Document

Supply & Installation of Communication Links

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DEFINITIONS

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

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

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

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

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

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

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

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

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

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

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

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

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

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

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

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

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

“Government” means the Government of Sindh;

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

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids / a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost.

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

“Notice Inviting Tender” means the notice issued by a SNDB through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or

expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

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

“SNDB” means the Sindh Bank Limited;

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

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

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

1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for Supply & Installation of Communication Links in its thirty-four upcoming branches. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

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

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Lt. Col. (R) Shahzad Begg
Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

Lt. Col. (R) Shahzad Begg
Head of Administration Division
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2.2 Eligible Bidders

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

2.3 Corrupt Practice

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

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL 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 alongwith the specifications asked in the section- scope of work with brief description of the bidder's organization outlining their recent experience, professional staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan and organization, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs inclusive taxes associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB.

2.4.6 Bid Currencies

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

2.4.7 Bid Security

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

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

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

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

The bid security shall be forfeited:

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

2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** 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)]

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

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

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. No.	Description	Marks	Marks Obtained	Remarks
1	Bidder must have already deployed Fiber Links at more than 20 cities all over Pakistan for banks only. (Attach Purchase Order as documentary proof as Annexure-1)	20		20 and above cities
		10		10 to 19 cities
		5		5 to 9 cities
		0		less than 5 cities
2	Bidder must have provided required connectivity to at least 5 Banks in last 3 years. (Attach Purchase Order as documentary proof as Annexure-2)	14		5 and above banks
		7		3 to 4 banks
		0		less than 3 banks
3	The Bidder should have Verifiable Presence/Support/Branch offices in all over Pakistan. (Attach Location Details as documentary proof as Annexure-3)	16		10 and above cities
		8		5 to 9 cities
		4		2 to 4 cities
		0		Only in 01 city
4	The Bidder must be in Data Connectivity Services Business for at least 05 Years. (Attach documentary proof as Annexure-4)	10		If Provided
		0		Not Provided
5	The Bidder must provide list of clients other than Banks to provide the Fiber connectivity for last 3 years. (Attach Purchase order as documentary proof as Annexure-5)	10		15 and above clients
		3		7 to 14 Clients
		0		less than 6
6	Company must have turnover of at least Rs.50-Million per year for Last 3-Years. (Attach audited financial statement for last 3 years as Annexure-6)	20		50 million & Above for 3 years
		10		50 million for 2 years
		5		50 million for 1 year
		0		less than 50 million last 3years
7	Bidder should have its own service medium and not relying on any other 3rd party or partner (Attach Nationwide network connectivity diagram as proof as Annexure-7)	10		If Provided
		0		Not Provided
Total Marks		100		Qualified / Disqualified

Note

1. Qualifying marks for the bid is minimum 70% for Technical Phase.
2. SNDB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
3. Company will be considered disqualified if specification of the Communication links does not meet the specification given in the tender document.
4. If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-8).
5. Bidder must provide valid CVALS (Class Value Added Licensed Services) or relevant data services license from P.T.A. (Attach PTA Certificate as documentary proof as Annexure-9).
6. Bank reserves the right to verify all or any document at any time. In case any fake documents are found at any stage, the company will be disqualified as per SPPRA Rule 30(1) and may be subject to legal proceedings.
7. **Attachment of GST & Sindh Revenue Board (SBR) certificate are mandatory at the time of submission of tender document. In case of non-provision of evidence, the company will be straight away disqualified.**

2.6.6 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 Signing of Contract

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

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

2.7.5 Performance Security

Within 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this TD.

2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

2.7.8 Integrity Pact

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

2.7.9 Non Disclosure Agreement

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

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank (SNDB) requires Supply and Installation of Communication links in its 156 countrywide branches (List of Branches/Locations attached as Annexure "H"), details are as follows:

	Technical Requirement
	Requirement of Communication Link on Fiber Optics
1	Connectivity Required For 156 Branches/Sites: (List Attached as Annexure H)
1.1	<p>2 Mbps CIR data link is required for 156 branches with aggregation site Karachi and DR site Lahore.</p> <p>SNDB require Fiber Optic link having layer 3 connectivity to create Virtual Private Network (VPN) over physical connectivity.</p> <p>Bidder should quote for all the branches where Fiber is available however bidder quoting less than 145 branches/sites will not be considered and disqualified from the very outset.</p> <p>Ethernet interfaces should be provided at both sides i.e branches and aggregation side.</p>
1.2	<p>Appropriate links on metro fiber for Aggregation Sites shall be provided at SNDB Office Karachi and SNDB DR Site Lahore.</p> <p>Aggregation/DR Site link cost must be covered with branch link i.e. no separate charges will be paid for Aggregation at HO and DR site.</p> <p>Addresses for Aggregation at HO and DR Site are as follows:</p> <p><u>Aggregation Site:</u></p> <p>Sindh Bank IT Division, Plot No. F-101, Block-7, Scheme-5, Clifton, Karachi.</p> <p><u>DR Site:</u></p> <p>Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A, Lahore Cantt. Lahore.</p> <p>Location of 156 branches/sites are attached in tender document as Annexure H</p>
1.3	<p>Standard sealed cabling with all the accessories (UPVC piping) should be used at branch and aggregation ends to terminate the link within the branch building/premises.</p> <p>Service provider will be responsible for the transportation, boarding & lodging of its engineering/support team at all sites without any additional cost to SNDB.</p> <p>Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan.</p>

1.4	<p>Bidder should have its own MPLS or equivalent Network at core end to provide Layer 3 connectivity i.e. IP based connectivity on SNDB branches and SNDB Aggregation Sites.</p> <p>Link must have the capability of data bandwidth up gradation for future expansion requirements.</p> <p>In case branch shifted from temporary to permanent location within city. Vendor will responsible to move the link on permanent location without any additional cost to bank.</p>
1.5	<p>The proposed solution must comply with PTA regulations for IT Infrastructure Security for all types of processes. The bidder should have all necessary licenses from PTA for data communications.</p>

Note:

1. In order to qualify, all Technical requirements as mentioned above must be met. Fail to qualify a single requirement will result disqualification.
2. Any miss-commitment may lead to disqualify even after the award of contract and onus will lie on the bidder.
3. In case of service provider has failed to provide the required service to the desired standards SNDB has the right to cancel the services on one month notice period and arrange the required services from other service provider.
4. 95% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:
 - Equal or more than 6 hours and less than 12 hours = 1 day amount deducted
 - Equal or more than 12 hours and less than 18 hours = 3 days amount deducted
 - Equal or more than 18 hours and less than 24 hours = 1 week amount deducted
 - Equal or more than 24 hours = 1 month amount deducted

5. Formula for selecting lowest Financial Bid Value:

$$\text{Bid Value} = \frac{(\text{Total OTC of all branches quoted})}{(\text{No. Of Branches on Fiber})} + \frac{(36 \times \text{Total MRC of all branches quoted})}{(\text{No. Of Branches on Fiber})}$$

OTC = One Time Cost.

MRC = Monthly Recurring Charges.

Contract agreement is extendable / renewable upto 3 years only on mutual understanding on same terms & conditions and rates.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

S#	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	Gulberg - LHR		
2	Dadu Sugar Mill sub branch		
3	Johar Town - LHR		
4	New Challi - KHI		
5	Preedy Street - KHI		
6	Gizri Branch - KHI		
7	Circular Road - LHR		
8	Allama Iqbal Town - LHR		
9	Jamshed Quarter - KHI		
10	Water Pump - KHI		
11	Kashmore		
12	Daharki		
13	Sector E11 - ISL		
14	S.I.T.E - KHI		
15	PWD Housing Society - ISL		
16	Sargodha		
17	Lalamusa		
18	Muhammad Ali Society - KHI		
19	North Karachi Industrial Area - KHI		
20	Dhorajee - KHI		
21	Administrative Society - kHI		
22	Gol Market - KHI		
23	Raja Bazar Rawalpindi		
24	Abottabad		
25	M.A.Jinnah Road - KHI		
26	North Napier Road - KHI		
27	New Karachi - KHI		
28	Timber Market - KHI		
29	Liaquatabad - KHI		
30	Gulistan e Johar - KHI		
31	Buffer Zone near Nagan Chorangi - KHI		
32	Shaheedd-e-Millat Road - KHI		
33	G.T Road Peshawar		
34	Sat Garah		

35	Dera Ghazi Khan		
36	Matiari		
37	Murree Road - RWP		
38	Pano Aqil		
39	Rato Dero		
40	Sohrab Goth - KHI		
41	Mirpur Mathelo		
42	Jandiala Dhabwala		
43	Kahna		
44	Lidhar		
45	Chung		
46	Stock Exchange Branch - KHI		
47	Mehar		
48	Lea Market - KHI		
49	D.H.A. Phase IV - KHI		
50	Gulshan-e-Maymar - KHI		
51	Bahadurshah Zafar - KHI		
52	Rohri		
53	Moro		
54	Shershah Branch - KHI		
55	PIB Colony - KHI		
56	Gulshan-e-Hadeed - KHI		
57	Rahim Yar Khan		
58	Sialkot		
59	Multan		
60	Taramari Chowk - ISL		
61	Faisalabad		
62	Jacobabad		
63	Walton Road - LHR		
64	Peco Road - LHR		
65	Liaquat Bazar Quetta		
66	Jehlum		
67	Kalra Khasa		
68	Landhi # 6 - KHI		
69	University Road - KHI		
70	West Warf - KHI		
71	Garden East - KHI		
72	Okara		
73	Mohlan Wala Distt.		
74	Morr Aimanabad		
75	Wapda Town - LHR		
76	Qambar		
77	Harapa		
78	Sir Syed Hospital Phase VII - KHI (Sub-Br.) - KHI		
79	Metroville, SITE - KHI		

80	Main Buliward DHA - LHR		
81	Mian Channu		
82	Latifabad - HYD		
83	Artillary Medan (Sindh Sec. Sub Br.) - KHI		
84	SHIKARPUR RICE MILL (SUB-BRANCH)		
85	Sajawal		
86	Khayaban-e-Ittehad Branch - KHI		
87	Karkhano Market Peshawar		
88	Dera Murad Jamali		
89	Mehrabad Peshawar Road Branch RWP		
90	Shahr-e-Fatima (Queen's Road) - LHR		
91	Chaman		
92	University Road - PSW		
93	Ghurki - Offsite ATM (Wateen)		
94	MEHMOODABAD BRANCH		
95	North Nazimabad		
96	Khayaban-e-Shahbaz		
97	Safoora Goth		
98	PECHS Commercial Area		
99	DHA Phase-II		
100	PIA Employees Co-operative Housing Society		
101	Saeedabad, Distt. Matiari		
102	Sakrand, Distt. Shaheed Benazirabad		
103	Khairpurnathan Shah, Distt. Dadu		
104	Sukkur, Military Road		
105	Hyderabad Market Area		
106	Hyderabad Citizen Colony		
107	Jamshoro		
108	Qazi Ahmed		
109	Hub, Balochistan		
110	Main Bazar Chichawatni		
111	Toba Tek Singh		
112	Village Gagoo Mandi Dist. Vehari		
113	Wah Cantt. District Rawalpindi		
114	Hayatabad, Peshawar		
115	1-link - KHI		
116	Zhob		
117	Ferozpur Road, Lahore		
118	DHA Phase V, Lahore		
119	Mughalpora, Lahore		
120	Raiwind Road Lahore		
121	Sirki Road Quetta		
122	Ittehad - Islamic Banking Branch		
123	Davis Road		

124	Badin Branch		
125	Tando Adam		
126	Gharo, Distt. Thatta		
127	Kandiaro, Distt. Noshero Feroz		
128	Sultanabad Branch		
129	Umerkot Branch		
130	Naushero Feroz		
131	Ubaro		
132	Rashid Minhas Road (Near Millenium Mall)		
133	Malir City		
134	Karimabad		
135	Civic Centre		
136	Model Colony, District Malir - Islamic		
137	Allama Shabbir Ahmed Usmani Road (Near Disco Bakery) - Islamic		
138	Larkana (Near Pakistan/ Al-Abbas Chowk or Resham Gali)		
139	Matli, District T.M.Khan		
140	Khanpur Mahar, District Ghotki		
141	Faisal Town Lahore		
142	Village Minhala Tehsil Lahore Cantt.		
143	Chakwal		
144	Haroonabad		
145	Haveli Lakha		
146	Depalpur		
147	Fateh Jang, District Attock		
148	Janpur, Tehsil Liaqatpur, District Rahim Yar Khan		
149	Samanabad, Lahore - Islamic		
150	Gujrat - Islamic		
151	Bahawalpur - Islamic		
152	Sheikhupura - Islamic		
153	F-11 Markaz, Islamabad		
154	Rawalakot		
155	Mardan- Islamic		
156	Dadyal - Islamic		
Sub Total			
Grand Total (A+B)			
*Lowest Evaluation Cost = <u>Sub Total 'A' + (Sub Total 'B' x 36)</u>			
No.Of Branches			

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

Note:

- The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labour and delivery charges upto Sindh Bank Limited branches on countrywidebasis.

2. No advance payment for installation of communication link will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
3. Calculation of Bid Security. The mechanism for calculation of bid security will be as follows: 5% of the Grand Total (A+B) which is required to be submitted as bid security in shape of pay order/bank guarantee in the name of Sindh Bank Ltd.
4. 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.
5. Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in Disqualification. If any damages occurred while delivery of requisite, no charges will be paid by the Bank
6. ***Pre Bid Meeting: Within one week (For Any Clarification)***

Signature & Stamp of Bidder _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

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

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

5.1.2 Law Governing Contract

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

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed

to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

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

5.1.4 Authorized Representative

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

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SNDB

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

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

5.1.10.2 Termination by the Supplier

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

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

5.1.10.3 Payment upon Termination

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

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and

orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

Except with the prior written consent of the SNDB, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the

course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

The amount of performance security shall be ten (10 %) percent of the Contract Price

5.2.2 Payment

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

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

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

6. BID FORM

Dated: _____, 2014

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

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

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

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

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

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

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

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

Name & Address of Agent	Amount and Currency
_____	_____
_____	_____

(If none, State none)

Dated this _____ day of _____ 2013.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”

7. BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the Supply and Installation of Communication Link.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto Sindh Bank (hereinafter called “the Purchaser”) in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2013.7

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure “C”

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 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 _____ 2014.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “D”

9. INTEGRITY PACT

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

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

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Annexure “E”

10. SCHEDULE OF OPENING AND SUBMISSION OF BID

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

Annexure “F”

11. FORM OF CONTRACT (Non-Disclosure Agreement)

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

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

1. The Effective Date of this Agreement is _____ 2014.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as

the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

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

own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

12. CONTRACT AGREEMENT

Annexure "G"

This Agreement is made on this ____th day of _____ 2015 ('Effective Date'),

Between

Sindh Bank Limited having its head office at 3rd Floor, Federation House, Clifton, Karachi (hereinafter called the 'Bank' / 'Purchaser')

And

_____ having its Registered office at _____ (hereinafter called the 'Vendor').

(The Purchaser / Bank and the Vendor shall hereinafter also be referred to individually as a "Party" and collectively as "Parties").

WHEREAS the Vendor is the Supplier/Service Provider of Communication Links

AND WHEREAS, the Bank is desirous of procuring services from the Vendor which will enable the Bank to establish data connectivity between its branches and the Head Office ('Services').

AND WHEREAS, to provision the Services, the Vendor shall install / commission the Fiber Communication Links as detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of the one time cost = Rs _____ ('One Time Cost') to be made by the Bank against the installation and commissioning of the Links and monthly recurring charges = Rs _____ ('Monthly Recurring Charges') against the provisioning of Services.

Detail of Links is as follows:

S#	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	Gulberg - LHR		
2	Dadu Sugar Mill sub branch		
3	Johar Town - LHR		
4	New Challi - KHI		
5	Preedy Street - KHI		
6	Gizri Branch - KHI		
7	Circular Road - LHR		
8	Allama Iqbal Town - LHR		
9	Jamshed Quarter - KHI		
10	Water Pump - KHI		
11	Kashmore		
12	Daharki		
13	Sector E11 - ISL		
14	S.I.T.E - KHI		

15	PWD Housing Society - ISL		
16	Sargodha		
17	Lalamusa		
18	Muhammad Ali Society - KHI		
19	North Karachi Industrial Area - KHI		
20	Dhorajee - KHI		
21	Administrative Society - KHI		
22	Gol Market - KHI		
23	Raja Bazar Rawalpindi		
24	Abottabad		
25	M.A.Jinnah Road - KHI		
26	North Napier Road - KHI		
27	New Karachi - KHI		
28	Timber Market - KHI		
29	Liaquatabad - KHI		
30	Gulistan e Johar - KHI		
31	Buffer Zone near Nagan Chorangi - KHI		
32	Shaheedd-e-Millat Road - KHI		
33	G.T Road Peshawar		
34	Sat Garah		
35	Dera Ghazi Khan		
36	Matiari		
37	Murree Road - RWP		
38	Pano Aqil		
39	Rato Dero		
40	Sohrab Goth - KHI		
41	Mirpur Mathelo		
42	Jandiala Dhabwala		
43	Kahna		
44	Lidhar		
45	Chung		
46	Stock Exchange Branch - KHI		
47	Mehar		
48	Lea Market - KHI		
49	D.H.A, Phase IV - KHI		
50	Gulshan-e-Maymar - KHI		
51	Bahadurshah Zafar - KHI		
52	Rohri		
53	Moro		
54	Shershah Branch - KHI		
55	PIB Colony - KHI		
56	Gulshan-e-Hadeed - KHI		
57	Rahim Yar Khan		
58	Sialkot		
59	Multan		

60	Taramari Chowk - ISL		
61	Faisalabad		
62	Jacobabad		
63	Walton Road - LHR		
64	Peco Road - LHR		
65	Liaquat Bazar Quetta		
66	Jehlum		
67	Kalra Khasa		
68	Landhi # 6 - KHI		
69	University Road - KHI		
70	West Warf - KHI		
71	Garden East - KHI		
72	Okara		
73	Mohlan Wala Distt.		
74	Morr Aimanabad		
75	Wapda Town - LHR		
76	Qambar		
77	Harapa		
78	Sir Syed Hospital Phase VII - KHI (Sub-Br.) - KHI		
79	Metroville, SITE - KHI		
80	Main Buliward DHA - LHR		
81	Mian Channu		
82	Latifabad - HYD		
83	Artillary Medan (Sindh Sec. Sub Br.) - KHI		
84	SHIKARPUR RICE MILL (SUB-BRANCH)		
85	Sajawal		
86	Khayaban-e-Ittehad Branch - KHI		
87	Karkhano Market Peshawar		
88	Dera Murad Jamali		
89	Mehrabad Peshawar Road Branch RWP		
90	Shahr-e-Fatima (Queen's Road) - LHR		
91	Chaman		
92	University Road - PSW		
93	Ghurki - Offsite ATM (Wateen)		
94	MEHMOODABAD BRANCH		
95	North Nazimabad		
96	Khayaban-e-Shahbaz		
97	Safoora Goth		
98	PECHS Commercial Area		
99	DHA Phase-II		
100	PIA Employees Co-operative Housing Society		
101	Saeedabad, Distt. Matiari		
102	Sakrand, Distt. Shaheed Benazirabad		
103	Khairpurnathan Shah, Distt. Dadu		
104	Sukkur, Military Road		

105	Hyderabad Market Area		
106	Hyderabad Citizen Colony		
107	Jamshoro		
108	Qazi Ahmed		
109	Hub, Balochistan		
110	Main Bazar Chichawatni		
111	Toba Tek Singh		
112	Village Gagoo Mandi Dist. Vehari		
113	Wah Cantt. District Rawalpindi		
114	Hayatabad, Peshawar		
115	1-link - KHI		
116	Zhob		
117	Ferozpur Road, Lahore		
118	DHA Phase V, Lahore		
119	Mughalpura, Lahore		
120	Raiwind Road Lahore		
121	Sirki Road Quetta		
122	Ittehad - Islamic Banking Branch		
123	Davis Road		
124	Badin Branch		
125	Tando Adam		
126	Gharo, Distt. Thatta		
127	Kandiaro, Distt. Noshero Feroz		
128	Sultanabad Branch		
129	Umerkot Branch		
130	Naushero Feroz		
131	Ubaro		
132	Rashid Minhas Road (Near Millenium Mall)		
133	Malir City		
134	Karimabad		
135	Civic Centre		
136	Model Colony, District Malir - Islamic		
137	Allama Shabbir Ahmed Usmani Road (Near Disco Bakery) - Islamic		
138	Larkana (Near Pakistan/ Al-Abbas Chowk or Resham Gali)		
139	Matli, District T.M.Khan		
140	Khanpur Mahar, District Ghotki		
141	Faisal Town Lahore		
142	Village Minhala Tehsil Lahore Cantt.		
143	Chakwal		
144	Haronabad		
145	Haveli Lakha		
146	Depalpur		
147	Fateh Jang, District Attock		
148	Janpur, Tehsil Liaqatpur, District Rahim Yar Khan		
149	Samanabad, Lahore - Islamic		

150	Gujrat - Islamic		
151	Bahawalpur - Islamic		
152	Sheikhupura - Islamic		
153	F-11 Markaz, Islamabad		
154	Rawalakot		
155	Mardan- Islamic		
156	Dadyal - Islamic		
Sub Total			
Grand Total (A+B)			
*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 36)			
No.Of Branches			

Terms & Conditions:

The Vendor shall establish data connectivity between the branches of the Purchaser and its Head Office or any given site /location through L3 VPNs over the Vendor's MPLS based network, by installing and commissioning of Links at the sites specified hereinabove ('Sites').

1. Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan. The Purchaser shall impose a fine of Rs. 500/- per day in case of failure to deploy the Links at the Un-Installed Sites within 5 days of the Delivery Timelines with respect to such Sites and and Rs, 1000/- per day will be charged in case of failure of deploy the Links at the Un-Installed Sites within 15 days of the Delivery Timelines.
2. The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installation, software, labour including delivery charges upto the Sites on a countrywide basis.
3. Within seven (7) days from the Effective Date, the Purchaser shall pay the Vendor agreed One Time Costs mentioned in proposal with respect to the Links successfully deployed at _____ Installed Sites. The Vendor shall raise an invoice with respect to the aforementioned One Time Charges as soon as reasonably possible, however failure by the Vendor to submit a timely invoice shall not affect the Purchasers obligation to make the payment within the reasonable time subject to vendor raising the invoice even at a later date. The payment concerning the One Time Costs of the Un-Installed Sites shall be made within 7 days from the date at which the Vendor is issued a certificate of delivery/satisfaction from the Vendor which shall evidence that data connectivity at the Un-Installed Sites has been established with other Sites. Such certificate shall be issued pursuant to the criteria agreed between the parties. The Vendor shall raise an invoice with respect to the aforementioned One Time Charges as soon as reasonably possible, subject to vendor raising the invoice even at a later date..
4. In consideration of the Services being provisioned by the Vendor, the Purchaser shall be liable pay the Vendor as per attached list which is already mentioned in proposal as Monthly Recurring Charges ('MRC'). The accrued Monthly Recurring Charges with respect to the period between _____ till the Effective Date shall be payable within seven days of the Effective Date.

5. Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis, in advance. Effective from _____, the aggregate Monthly Recurring Charges for the relevant quarter ('Aggregate Quarterly Charges') shall be payable within 30 days from the commencement of the quarter. The Vendor shall raise an invoice with respect to the aforementioned Aggregate Quarterly Charges as soon as reasonably possible, .
6. All the payment due hereunder shall be effected either through wire transfer to the bank account designated by the Vendor or through pay order in favour of the Vendor.
7. The Bank would refund the bid security valuing Rs _____ /- submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
8. Vendor must provide min 95 % link availability with the following clauses of down time in terms of the SLA
Equal or more than 6 hours and less than 12 hours = 1 day amount deducted
Equal or more than 12 hours and less than 18 hours = 3 days amount deducted
Equal or more than 18 hours and less than 24 hours = 1 week amount deducted
Equal or more than 24 hours = 1 month amount deducted
9. To safeguard the Banks rights envisaged in Clause 3, the Vendor will provide the Bank with a performance security in the form acceptable to the Bank for an amount equivalent to 10% of the total contract price. The Bank shall release the performance security after 12 months from effective date of contract.
10. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Karachi Centre for Dispute Resolution (KCDR) the decision of KCDR will be final and binding on the Vendor and the Bank.
11. Neither Party will be liable to the other for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable. Notwithstanding anything herein, the maximum limit of the Vendor's liability arising out of or related to this Contract, including without limitation liability for negligence, will not exceed the penalties / LD envisaged in the contract. .
12.
 - 12.1 The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 15. In such an occurrence the Purchaser shall give a not less than thirty days' written notice of termination to the Vendor:
 - a. If the Vendor does not remedy the failure in the performance of their material obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
 - b. If the Vendor becomes insolvent or bankrupt;
 - c. If the Vendor, based on evidence gathered by the Purchaser, has engaged incorrup or fraudulent practices in competing for or in executing the Contract; and
 - d. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty consecutive (60) days;
 - 12.2 The Vendor may terminate this Contract, by not less than thirty (60) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause 15:

- a. If the Purchaser fails to pay any money due to the Vendor pursuant to this Contract within the specified time;
- b. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (30) days.

Upon termination (or expiry) of the Contract, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Links and parts thereof and the Purchaser shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into the Purchaser's premises for the purpose of de-commissioning and retrieving the Links. Furthermore, immediately upon the execution of the Contract, the Purchaser shall pay the Vendor the One Time Set-Up Charges and / or Monthly Recurring Charges applicable till the date of termination or expiry of the Contract.

- 12.3 For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Contract, shall not be a breach of this Contract, if such failure or delay results from any Act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, satellite outage or malfunction, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, war, civil disorder, epidemics, quarantines, embargoes, act of terrorism, judicial act, governmental or semi-governmental act.
13. If any provision of this Contract is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Contract shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions.
 14. The term of this Agreement shall be for a period of one year, which will be extendable up to 3 years commencing from the date _____ at which the first Link is installed by the Vendor.
 15. The Purchaser acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Links or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vender has a contractual arrangement) or the Vendor (as the case maybe) and the Purchaser shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.
 16. No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.
 17. Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to the Purchaser due to any reasons attributable to the Purchaser and/or the third parties or due to Force Majeure or the effects thereof.

18. The Vendor will not assign this Contract to any party without the consent of the Purchaser provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Contract.
19. Either Party may specifically waive any breach of this Contract by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Contract, in which event the breaching Party shall comply as directed from such time forward.
20. Any notice, request, statement, intimation, reference or other communication provided for in this Contract shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.
21. Notwithstanding anything contained herein, in the event of any conflict between the Contract and the Tender document, the Contract shall take precedence.

All notices shall only be effective on receipt.

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

_____	Sindh Bank
Attn:	Attn:
Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Company Name _____	Company Name _____
Address _____	Address _____
_____	_____
Stamp	Stamp

13. LIST OF BRANCHES

Annexure "I"

S.no	Br. Code	Branches	Addresses
1	0612	Gulberg - LHR	61 Main Boulevard Gulberg, Lahore
2	1061	Dadu Sugar Mill sub branch	Dadu Sugar Mill ,Pyaro Goth, Distt. Dadu
3	0614	Johar Town - LHR	Plot No.7, Block-B, M.A. Johar Town Scheme, Lahore
4	0328	New Challi - KHI	Property bearing # 37, Survey Sheet # SR-7, Serai Quarters, New Challi, Karachi.
5	0309	Preedy Street - KHI	Property # 326/2, Artillery Maidan, Preedy Street, Saddar, Karachi
6	0311	Gizri Branch - KHI	Commercial Plot No. G-1/2 & 23, Lower Gizri Bazar Area, Clifton Cantonment, Karachi
7	0621	Circular Road - LHR	Shop No.1, SE-38-R-55-D, Khasra No242, Kheot No.330, Khatoni No.383 situated at Circular Road, Akbari Gate, Mozoa Nolakha, Lahore.
8	0613	Allama Iqbal Town - LHR	Plot No. 503, Block Karim(Commercial) of Allama Iqbal Town Scheme, Lahore.
9	0323	Jamshed Quarter - KHI	Plot No. 710/6, House # 13/b, Jamshed Quarters, Karachi
10	0320	Water Pump - KHI	Plot No. 9, Block-16, Scheme 16, F.B. Area Karachi
11	0118	Kashmore	Jaryan No.874, Main Kashmore Kandhkot Road District Kashmore Kandhkot
12	0115	Daharki	Property Survey No.446, situated in Deh Dharki Tapo Daharki, Taluka Daharki, District Ghotki.
13	0617	Sector E11 - ISL	Property Islamabad Gardens, Commercial Plot No.01, Size 60x60(400 sq. yds), in Sector E-11/3, Islamabad.
14	0314	S.I.T.E - KHI	Property # B/9-B-2, Adjacent to Standard Chartered Bank, S.I.T.E, Karachi
15	0627	PWD Housing Society - ISL	Plot no. 3, Civic Centre, PWD Housing Society, Islamabad
16	0615	Sargodha	Railway Road branch, Khayam Chowk, Sargodha
17	0616	Lalamusa	Property No. 1/123 Opp.Saddar Police Station,Lala Musa.
18	0333	Muhammad Ali Society - KHI	Plot No.39/F, M.A.M.C.H. Society Karachi
19	0319	North Karachi Industrial Area - KHI	Property bearing No. 1/1, Sector 12-A, North Karachi Industrial Area, Karachi
20	0325	Dhorajee - KHI	Plot No.35/243, Block No.7&8, C.P.Berar Cooperative Housing Society, Dhorajee Colony, Karachi
21	0332	Administrative Society - kHI	Plot No. SA/90, block-8, KAECHS Society, Opp: Shaheed-e-Millat Road, Karachi
22	0321	Gol Market - KHI	Plot No.16, Row No.18, Sub-Block F, in Block-III (III-f-18/16), situated at Nazimabad, Karachi
23	0619	Raja Bazar Rawalpindi	Property No.U/1328 Floor Mill situated at Dilgi Sahoi, Raja Bazar, Rawalpindi
24	0804	Abottabad	Property bearing No. 532,533,534 and 541 situated at Mansehra Road, Abbottabad.
25	0322	M.A.Jinnah Road - KHI	Shop No 13 / 14 /15 Ground Floor Amber medical center Opposite Gul Shopping Plaza M.A. Jinnah Road, Karachi
26	0324	North Napier Road - KHI	Plot No.32/2 in the Survey No. NP-10 sub division of the original Plot No.32, Sheet no.10, Napier Quarters, Karachi
27	0317	New Karachi - KHI	Plot No. AS-24, Street No.3, Secor No.5-H North Karachi Township, Karachi.

Sindh Bank Limited
Tender Document – Supply & Installation of Communication Link

28	0315	Timber Market - KHI	Plot Survey No.22 (Old Survey No.E-5/3-14), situated at Lawrance Quarter, Siddique Wahab Road, Timber Market, Karachi.
29	0330	Liaquatabad - KHI	Plot No.2, Block-3, Machine Area, Survey Sheet No.7/9, situated at Liaquatabad, Karachi
30	0335	Gulistan e Johar - KHI	Shop No.7&8, Casim Paradise Land bearing Survey No.118/5-D, Block-18 situated at Scheme-36, Gulistan-e-Johar Karachi.
31	0329	Buffer Zone near Nagan Chorangi - KHI	Plot No. 32, Category SC, Sector 11-H, North Karachi Township Scheme, Karachi.
32	0326	Shaheed-e-Millat Road - KHI	Showroom No G-01, Sagar Heights, Plot No,3/3, Block-3 , M.S.G.P Co-Operative Housing Society, Shaheed-e-Millat Road, Karachi.
33	0802	G.T Road Peshawar	Property bearing No. 153/8-7/1568/1569/1830/183, G.T. Road, Nanak Pura, Tehsil Peshawar
34	0633	Sat Garah	Property bearing Khewat No.102/101, Khatoni No.583 & 584, Adda Chowk, Sat Garah, Tehsil & Dist. Okara
35	0631	Dera Ghazi Khan	Property bearing Commercial Plot Khasra No.330, Khata No.226, Jampur Road, Dera Ghazi Khan.
36	0415	Matiari	Plot No. 125 measuring 4850 sq.ft., situated at Ward-A Town Matiari District Hyderabad.
37	0620	Murree Road - RWP	Property bearing Old No.K-495 & K-496, New No.K-583 & K-583/1, corner of Mouladad and Murree Road Rawalpindi
38	0103	Pano Aqil	Property Survey No.436 entry No.3993 & 3994 ,Deh and Tapo Panoakil Taluka Panoakil, District Sukkur.
39	0111	Rato Dero	City Survey No.795/5, Ward "B", Ratodero Stands, Ratodero District Larkana
40	0334	Sohrab Goth - KHI	Shop No.14/A, 14/B, 15/A & 15/B, situated on ground floor, Plot No.I/B/I/Y/G Al-Asif Square Sohrab Goth Karachi.
41	0116	Mirpur Mathelo	Plot No 24(2-01) Deh, Tapo Mirpur, Main Mirpur Mathelo Road, District Ghotki.
42	0632	Jandiala Dhabwala	Property Kheot No.216, Khatoni No.512-514, Jandiala Dhabwala, District Gujranwala.
43	0629	Kahna	Plot vide Khasra No. 2770/2594/1513, Kheot no.360, Khatoni No.639, situated at Hakim Ghulam Hussain Colony, Mozoa Gajomata, Tehsil Cantt. District Lahore
44	0622	Lidhar	Property Khasra No.4024, Khatoni No.563/678, Village Lidhar Wagma town, Lahore Cantt. Lahore
45	0626	Chung	Property Kheot No. 1579, Khatoni No.2479, situated at Shadab Colony, Mozoua Chohang, Panjira, Tehsil & District Lahore
46	0336	Stock Exchange Branch - KHI	Property Office No.142 and 143, on 3rd Floor, Stock Exchange Building Karachi.
47	0122	Mehar	Sindhbank Ltd, Main Road K.N.Shah Mehar Branch, District Dadu
48	0339	Lea Market - KHI	Plot Survey No.2, Survey Sheet No. Lea-3 (Old survey #.K-4 A/13), situated at Lea Quarters, Lea Market, Karachi.
49	0338	D.H.A. Phase IV - KHI	Sindhbank D.H.A Phase-IV Branch, Shop # 1,2,3, and 4, Plot # III, 9th Commercial Street, Phase -IV, DHA, Clifton Cantonment, Karachi.
50	0337	Gulshan-e-Maymar - KHI	Plot No. SB-016, Sector-Z, Sub-Sector –IV, Gulshan-e-Maymar, KDA Scheme –33, Karachi
51	0341	Bahadurshah Zafar - KHI	Property # G-3 of R.B. 11/22 III-A-239-B, Rambagh Quarters, Gwali Lane No.1, Karachi

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52	0120	Rohri	City Survey No.2181/6, Ward-B, measuring 124 sq.yds out of total 496 sq.yds situated at Mohalla Kot Janullah Shah G.T. Road Rohri, District Sukkur
53	0421	Moro	Ward No.14, Deh Moro adjacent Jamali Bunglows Moro District Nosharo Feroz
54	0340	Shershah Branch - KHI	Plot # D/95, Shop # A-1 & A-2, S.I.T.E. Area, Karachi
55	0342	PIB Colony - KHI	Shop No.2, Plot No. 340, Pir Illahi Bux Co-oprative Housing Society Ltd., PIB Colony, Karachi
56	0343	Gulshan-e-Hadeed - KHI	Plot # C-53, Phase-I, Gulshan-e-Hadeed, Karachi
57	0630	Rahim Yar Khan	Plot No.24, Khata.No.353/1, Khatoni No.535/1, Model Town Rahim Yar Khan
58	0637	Sialkot	Shahab Pura Road, Sialkot
59	0638	Multan	64-Abdali Road Multan
60	0625	Taramari Chowk - ISL	Main Lehtrar Road, Taramari Chowk, Islamabad
61	0636	Faisalabad	7-D, Ground Floor, Commercial Area, People Colony No.1, Faisalabad
62	0119	Jacobabad	Property City Survey No.232, Ward-6, Quetta Road Jacobabad.
63	0624	Walton Road - LHR	House No. E/48, measuring 10 Marla, Khasra No.2328/280, Kheot No.1, Khatoni No.537, Super Town, Moza Korey, Tehsil Cantt., District Lahore.
64	0641	Peco Road - LHR	Main Peco Road Lahore
65	0702	Liaquat Bazar Quetta	Ward - 22, Halqa Arban # 1, Najeeb Street, Liaquat Bazar, Quetta
66	0635	Jehlum	Property No.17, Survey No.225/226, old G.T. Road, Jehlum Chawny, Jehlum
67	0639	Kalra Khasa	Near Vita Fan, Opposite G.F.C, Fan, Kalra Khasa Tehsil & Distt. Gujrat
68	0345	Landhi # 6 - KHI	Sindh Bank Quarter # 14/10, Block-5 D, Landhi Township, Karachi
69	0331	University Road - KHI	Property Shop No.2 & 3 bearing Plot No.SB-13 Ground Floor situated st project Gulshan Centre, Sub Plot N.SB-13/II, Block No.13-C, Scheme 24, Gulshan-e-Iqbal Karachi
70	0346	West Warf - KHI	Sindh Bank Plot # 20, Warehouse Area, West Wharf Road, Karachi
71	0349	Garden East - KHI	Sindh Bank Shop # 2 & 3, Seven Stars Residency, Plot # GRE-491/2-B, Garden East Quarters, Karachi
72	0644	Okara	M.A.Jinnah Road, Okara
73	0645	Mohlan Wala Distt.	Rana Market Main Defense Road, Mohlan Wal Distt. Lahore
74	0642	Morr Aimanabad	Property, Khasra No.1199, Kheot No.449, Khatoni No.543, Morr Aimanabad, Tehsil and District Gujranwala.
75	0670	Wapda Town - LHR	Sindh Bank Ltd WAPDA TOWN LAHORE BRANCH
76	0123	Qambar	Property City Survey No.121 &122, Ward – B, situated at Shahi Bazar Station Road Kamber
77	0634	Harapa	Property bearing Khata No.128, Khatoni No.309/310 at Harpa Tehsil District Sahiwal
78	3021	Sir Syed Hospital Phase VII - KHI (Sub-Br.) - KHI	Plot # 887, Block-A, Korangi Road, near KPT Interchange, Qayyumabad, Opposite DHA Phase-VII Ext., Karachi
79	0347	Metroville, SITE - KHI	Plot # F-5, Block-3, Category-B, KDA Scheme Metroville No. 1, SITE, Karachi

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80	0669	Main Buliward DHA - LHR	Mujtaba Plaza , Near Adil Hospital Main Buliward DHA Lahore
81	0647	Mian Channu	Timber Market, Johar Road, Near Bodla House, Mian Channu
82	0418	Latifabad - HYD	Plot No.06, Block "D" Unit.No. VII, Latifabad , Hyderabad
83	3031	Artillary Medan (Sindh Sec. Sub Br.) - KHI	Property at C.S. No. AM-1, Artillery Maidan Quarter, Karachi
84	1141	SHIKARPUR RICE MILL (SUB-BRANCH)	Rice Mills Branch,Rice Mills, Main Jacobabad Road, Village Lodhra, District Shikarpur
85	0422	Sajawal	Sajawal Branch, Plot No. CS-239/2 & 239/3, Mohalla Ward, Near UBL, Sajawal, District Thatta
86	0348	Khayaban-e-Ittehad Branch - KHI	Sindh Bank Plot # 52-C, Shop # 2, Khayabab-e-Ittehad, Phase-IV, Karachi
87	0805	Karkhano Market Peshawar	Sindh Bank Shop # 1-9 , 14-22, Block C Palace Plaza , Karkhano Market Regi Lalma Peshawar
88	0705	Dera Murad Jamali	Sindh Bank Khatoni # 3014, Block # 84, Main National High Way, Main Bazar, Dera Murad Jamali
89	0646	Mehrabad Peshawar Road Branch RWP	Mehrabad Peshawar Road Branch Rawalpindi
90	0628	Shahr-e-Fatima (Queen's Road) - LHR	4-G, 33- Queens Centre, Queens Road Lahore
91	0703	Chaman	Sindh Bank Property bearing Khasra No 1380 to 1383 chaman Bazar Zila Qila Abdullah Baluchistan
92	0803	University Road - PSW	Peshawar Branch, Jamrud Road, Peshawar.
93		Ghurki - Offsite ATM (Wateen)	Khayot No.8, Khatoni No.567 to 568, Khata No.156/702,Ghurki Union Council, District Lahore.
94	0352	MEHMOODABAD BRANCH	Plot No.476 & 476/A, Survey No.609 & 609/A, MAC-II, Mehmoodabad, Karachi.
95	0355	North Nazimabad	Plot No. B-65, Block-L, Improvement Scheme No.2, North Nazimabad, Karachi.
96	0354	Khayaban-e-Shahbaz	Shop No.1 & 2, Plot No.11-C, Shahbaz Lane-2, Phase-VI, Pakistan Defence Officers Housing Authority, Karachi.
97	0356	Safoora Goth	Show Room No.2, Euro Heights, Plot No.SB-23, Block-7, KDA Scheme No.36, Gulistan-e-Jauhar, Karachi.
98	0353	PECHS Commercial Area	Shop No.3 & 4, Dawood Apartments, Plot No.187-3A, Block-2, PECHS, Karachi
99	0357	DHA Phase-II	Plot No.13-C, Commercial Area "A", Phase-II, DHA, Clifton Cantonment Karachi
100	0358	PIA Employees Co-operative Housing Society	Plot No.B-44, Block-9, KDA Scheme-36, PIA Employees Co-operative Housing Society, Gulistan-e-Jauhar, Karachi.
101	0425	Saeedabad, Distt. Matiari	Shops S.No.53/2-36, Taluka Saeedabad, District Matiari.
102	0424	Sakrand, Distt. Shaheed Benazirabad	Shop, vide Survey No.355/1-4, 356,357,364, Deh 25 Batho, Taluka Sakrand
103	0126	Khairpurnathan Shah, Distt. Dadu	Plot C-407-A, Town and Taluka Khaippurnathan Shah, District Dadu.
104	0127	Sukkur, Military Road	Survey No.717, situated on Latifabad Military Road Sukkur
105	0426	Hyderabad Market Area	Shop C.S. No.A/1194, ward-A, situated at Market Road, Hyderabad.
106	0427	Hyderabad Citizen Colony	Shop No.3 to 7 in a project known as Royal City, Citizen Colony, Jamshoro Road, Hyderabad
107	0431	Jamshoro	Plot No.A-133,Sindh University Employees Housing Society Phase-1 Deh Sonvalhar, Taluka Kotri Distt.Jamshoro
108	0130	Qazi Ahmed	Survey No.313 Situated on National Highway, Qazi Ahmed, Nawabshah

109	0707	Hub, Balochistan	Shop No.1 & 2, "International Shopping Mall & Hotel", Mouza Baroot, Tehsil Hub, District Lasbela
110	0650	Main Bazar Chichawatni	Plot No. 376, Khewat No. 467, Khatoni No. 496, Ward No.B- Tehsil Chichawatni Distt Sahiwal
111	0659	Toba Tek Singh	Khewat No.7/7Khatoni No.7 situated at Allama Iqbal Road Mahalla Janj Gar Toba Tek Singh
112	0660	Village Gagoo Mandi Dist. Vehari	Khewat No.58 Chak No. 187/EB Gagoo Mandi Tehsil Burewala Distt Vehari
113	0651	Wah Cantt. District Rawalpindi	Plot No.82-A, Minar Road, Lala Rukh, Wah Cantt
114	0806	Hayatabad, Peshawar	Commerical Unit NO. 13sector D-1 Phase 1 Hayatabad Peshawar
115		1-link - KHI	1-link Limited, 211,212 Office Wing, Park Towers, Clifton, Karachi.
116	0704	Zhob	Shop # H/148 & H/176-A, Tehsil Road, Zhob
117	0654	Ferozpur Road, Lahore	Plot # S-86-R-79, 79/2, Main Ferozpur Road, Ichra Lahore
118	0652	DHA Phase V, Lahore	Plot No.39, Sector CCA, Phase 5-C, Defence Housing Authority, Lahore
119	0653	Mughalpura, Lahore	Plot No.13, Street No.17, Khasra No.2218/1177, Near Lalpul, Mughalpura, Lahore.
120	0655	Raiwind Road Lahore	Plot 4-A, Sultan Town, Main Raiwind Road, Lahore
121	0708	Sirki Road Quetta	Plot No.C-48-A, Small Industrial Estate, Sirki Road, Quetta
122	5301	Ittehad - Islamic Banking Branch	Plot No.13-C Phase II Extention Khayaban e Ittehad
123	0663	Davis Road	Escorts House, 28-Davis Road, Lahore
124	0409	Badin Branch	Building Survey No.157 Jiryan No.28/25-4-95 situated at Hyderabad Road Main Bus Stop Badin. District Badin.
125	0406	Tando Adam	Survey No.622/15 Ward-A, Area 427.4 sq.yds., Hogani Colony, Hyderabad Road, Tando Adam
126	0429	Gharo, Distt. Thatta	Plot:- 193, Al Azam Plaza Gharo-1 Main National Highway Gharo Distract Thatta.
127	0129	Kandiaro, Distt. Noshero Feroz	PLOT # ii B-179/C BABAN SHAH CHOWK, TALUKA KANDIARO, DISTT: NAUSHAHRO FEROS
128	0436	Sultanabad Branch	Plot No. 56 & 57, Sabzi Mandi Sultanabad, Khawaja Stop of Market Committee Tando Allahyar, Deh Salki Tapo Kamaro, Taluka & District. Allahyar.
129	0419	Umerkot Branch	Plot No.52, Survey No.111, Deh Umerkot Nagori Society
130	0105	Naushero Feroz	Plot Survey No. 327 , Deh. Naushahro Feroz, Naushahro Feroz
131	0131	Ubaro	Survey No.714 & 772 ,TC. No. 1324 of Deh. Tapo ,Town & Taluka Ubaro District Ghotki
132	0135	Rashid Minhas Road (Near Millenium Mall)	Plot No..25, A-2, Block-A, National Cement Society, Rashid Minhas Road, Karachi
133	0136	Malir City	Plot No.46, Block-A, Malir Township, Karachi.
134	0367	Karimabad	Al-Habib Blessing, Plot No.C-23, Block-4, Federal B Area, Karachi.
135	0368	Civic Centre	Civic Centre, Karachi.
136	0369	Model Colony, District Malir - Islamic	
137	0370	Allama Shabbir Ahmed Usmani Road (Near Disco Bakery) - Islamic	

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138	0437	Larkana (Near Pakistan/ Al-Abbas Chowk or Resham Gali)	
139	0671	Matli, District T.M.Khan	Plot No.381/1, Unit-II, Category-II, Noor Hamd Nodakari Colony, Taluka Matli, District Badin.
140	0672	Khanpur Mahar, District Ghotki	
141	0673	Faisal Town Lahore	Plot No..25, Block-A, Faisal Town Scheme, Lahore.
142	0674	Village Minhala Tehsil Lahore Cantt.	Khewat No.218, Minhala, TehsilShalimar, District Lahore.
143	0675	Chakwal	Plot vide khasra No.6150/2284, Talagang Road, Chakwal.
144	0676	Haroonabad	Plot No.1/7, Block-C, Bangla Road, Haroonabad.
145	0677	Haveli Lakha	
146	0678	Depalpur	Khewat No.40, KhatoniNo.42, Khasra No. 79/16, Tehsil Depalpur, District Okara.
147	0679	Fateh Jang, District Attock	Khewat No.26/26, Khasra No.1131, Ward-6, Mouza Fateh Jang, District Attock.
148	0904	Janpur, Tehsil Liaquatpur, District Rahim Yar Khan	Khewat No.128, Near High School KLP Road, Janpur, Tehsil Liaquatpur, District Rahim Yar Khan
149	5302	Samanabad, Lahore - Islamic	Plot No.91, Main Road, Samanabad, Lahore.
150	5303	Gujrat - Islamic	Khewat No.562,563,564,565, Nanwan Shah Pure, Kachehri Road, Gujrat.
151	5604	Bahawalpur - Islamic	Khata No.62/119, Srl No.410, Mouza Bahawalpur, Milad Chowk, Eidgah Road, Bahawalpur.
152	5605	Sheikhupura - Islamic	Shop situated at Ghalla Mandi, opposite Baldia Chowk, Sheikhupura.
153	5606	F-11 Markaz, Islamabad	Plot No.39, Markaz F-11, Islamabad
154	5607	Rawalakot	Plot No.D-20, Housing Scheme Rawalakot.
155	5802	Mardan- Islamic	Shop No.C-959/C.B 435/5, Mardan Cantt. Mardan.
156	5901	Dadyal - Islamic	City Centre, Plot No.108 & 109, Dadyal Hamlet, District Mirpur Azad Kashmir.

ANNEXURE “I”

14. UNDERTAKING/AFFIDAVIT

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