

SNDB/COK/ADMIN/TD/691/2016

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# **Sindh Bank Limited**

**Tender Document**

## **Supply & Installation of CCTV System**

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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 candidates for the Supply & Installation of CCTV System System to its branches. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

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

This TD includes the following Sections:

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

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

Yours sincerely,

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

## **2 INSTRUCTION TO BIDDERS (ITB)**

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

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

### **2.1 Correspondence Address**

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

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

### **2.2 Eligible Bidders**

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

### **2.3 Corrupt Practice**

1. SNDB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SNDB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010 (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 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 Company Profile**

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

### **2.4.5 Financial Proposal**

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

### **2.4.6 Bid Currencies**

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

### **2.4.7 Bid Security**

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

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

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

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

The bid security shall be forfeited:

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

### **2.4.8 Bid Validity**

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

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

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

## **2.5 Submission of Bids**

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

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

### 2.5.2 Response Time

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

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

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

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

### 2.5.4 Clarification of Bidding Documents

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

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

### 2.5.5 Late Bids

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

### 2.5.6 Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.5.9 Review Panel**

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

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

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

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

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

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

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

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

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

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

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

### **2.6.2 Clarification of Bids**

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

### **2.6.3 Preliminary Examination**

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

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

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

### **2.6.4 Supplier Evaluation Criteria**

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

## 2.6.5 Eligibility Criteria

SNDB shall evaluate proposals using the following eligibility criteria.

| S. No.                | Requisite  | *Evidence required to be 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.<br>(attached as Annexure “A”)                                     | Yes                             | No |
| 2                     | Average Yearly Turn Over in Last 3 Years at least Rs.70 Million  | Audit Report / Tax Return<br>(attached as Annexure “B”)  | Yes                             | No |
| 3                     | Proof of SLA on account of maintenance of CCTV maintenance of 3 Banks. (For counting of each bank services to at least 30 branches are mandatory) for supply of relevant items | Attached Award Letter<br>(attached as Annexure “C”)  | Yes                             | No |
| 4                     | Bidders should have an Automated Ticketing System for Complain Resolution  | URL & Previous sample for complaint management required<br>(attached as Annexure “D”)  | Yes                             | No |
| 5                     | Bidder must have a 24 Hrs Support Help Desk with UAN Number  | PTA Certificate of UAN for Help Line Required<br>(attached as Annexure “E”)  | Yes                             | No |
| 6                     | Offices in cities including Capital Territory & Federal Administration Territories. Office in Karachi is mandatory   | Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted.<br>(attached as Annexure “F”) | Yes                             | No |
| 7                     | Declared Qualified in Performance Evaluation Table   | Refer Section-Scope of Work<br>(attached as Annexure “G”)  | Yes                             | No |
| <b>Overall Result</b> |  |  | <b>Qualified / Disqualified</b> |    |

### 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.
- In Eligibility Criteria, a single non-compliance of a requisite will make the bidder disqualify. (Single Stage-One Envelope Procedure).



## **MANDATORY**

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

## **DISQUALIFICATION**

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

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

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

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

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

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

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

### **2.7.3 Notification of Award**

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

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

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

### **2.7.4 Signing of Contract**

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

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

### **2.7.5 Performance Security**

Within 15 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability

period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

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

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

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

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

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

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

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

#### **2.7.8 Integrity Pact**

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

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

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

### **3 SCOPE OF WORK.**

Sindh Bank Limited (SNDB) intends to install on as per need basis, the CCTV monitoring and recording system on real time basis for its 64 branches in countrywide region (List of branches attached as Annexure “H”).

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

Requirement of equipment will depend on the opening of the branches. A notice of 10 days will be given prior to the opening of the branch and it will be expected that the requisite will be completed within this period.

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first and the bidder must provide a demo unit immediately (within two working days) for necessary inspection/verification of the above specifications as per Performance Evaluation Performa attached as Annexure “J”.

If the 1st lowest bidder is disqualified in inspection/verification phase, then next lowest bid will be evaluated.

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

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

The tentative quantity for branches to be opened in 2016 may vary as per the schedule of opening of branches, and accordingly Bank will not be responsible if the quantity is decreased. In this context no claim will be entertained.

#### **TECHNICAL REQUIREMENT**

##### **a. Provide suitable IP Cameras for about 64 upcoming branches as follows:**

1. One outdoor IP, day and night, motion detector type, camera for each branch to be installed outside the branch premises. The camera must be IP66 Compliant i.e. Ingress Protection rated as Dust Tight and protected against water projected in powerful jets (12.5 mm nozzle) against the enclosure from any direction shall have no harmful effects. There should be SD card in each camera to record at least 24 hours recording.
2. Seven indoor IP, day and night, motion detector type. Cameras for each branch to be installed inside the branch premises. There should be a SD card in each camera to record at least 24 hours recording. The minimum light requirement for each camera will be One lux.
3. All cameras should be of a reputable brand, manufactured in Europe, USA, Japan, Korea or china or equivalent, under proper license of original company, and ISO certification.
4. Proper import document for cameras and NVR should be submitted
5. All cameras shall be IP Cameras and must support simultaneous streams of H.264 and MJPEG video to provide both high-quality and bandwidth-efficient compression formats.

6. Simultaneous recording & monitoring would be required as follows;

- i. At branch level one dedicated NVR System connected through local LAN. All eight IP cameras will be configured, monitored and recorded on the same machine (NVR) with 1280x720 resolutions and 30 frames per second. The NVR Hardware and suitable recording and monitoring software must be provided by bidder as per details given in Para B below. The recording capacity of NVR should be at least 30 days for all eight cameras.
- ii. At branch level on shared computer/laptop under windows 7 or windows 8 connected through local LAN. All eight IP cameras shall be configured, monitored and recorded on the same machine with 1280x720 resolutions and 30 frames per second via local LAN. The Hardware/laptop will be provided by the Bank however suitable recording and monitoring software must be provided by the bidder.
- iii. At Head Office on a dedicated computer/laptop running Microsoft Windows 7 or Windows 8 connected through WAN (on low bandwidth) 8 with suitable recording and monitoring software which support up to 64 cameras coming from multiple branches recording and monitoring at the same time with minimum CIF resolution (352x288) and 5 frames per second. The Hardware/laptop will be provided by the Bank however the suitable recording and monitoring software must be provided by the bidder.

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

7. IP cameras must include 32GB Micro SD storage card for real time video capturing to act as backup during Network outage/failure.
8. IP cameras must provide clear and crisp pictures and must not be less than 2 Megapixel.
9. IP cameras must support motion trigger recording.
10. IP cameras shall have built-in IR reflector to view in zero light capability.
11. IP cameras shall have Day/Night capability with Auto (ICR) feature.
12. IP cameras shall support the at lease 720P resolution i.e. (1280x720)
13. IP cameras shall have Ethernet standard RJ-45 jack.
14. IP cameras shall support following protocols.
  - i. HTTP, HTTPS, TCP/IP, UDP, ICMP, SNMP, SMTP, DHCP, DNS, FTP,

b. A dedicated NVR System including hardware and software with following capabilities

1. NVR Hardware must be as follows:
  - i. In case a Desktop PC is proposed for NVR the configuration of the PC must be at least Intel Core i3 or equivalent with 2Gigabit of RAM and 4 Terabyte Hard Drive with provision to expand upto 8 TB by adding additional hard disk. Operating system of the machine along with monitoring and recording software must be genuine with license.
  - ii. In case a purpose built Dedicated NVR is proposed, appropriate monitoring and recording software having minimum following features must be provided and it should not impact any recording/monitoring being done as required in Para A-4-i and Para A-4-ii above i.e. the other streams should be independent of the main stream. The system should have provision of VGA port to connect LCD/monitor.
2. Monitoring and recording feature for up to 16 IP cameras
3. Up to 16 split-screen display for monitoring
4. Motion Trigger recording feature configurable
5. System shall have live view, record, playback and export features
6. System should ensure that once recorded, the video cannot be altered, ensuring the integrity of the data for evidential purpose.
7. 4 Terabyte Hard Drive to store motion triggered recording for as a minimum of 45 days. The system must be expandable to 8 Terabyte by adding additional 4 Terabyte
8. The recording resolution and frame rate for each camera shall be user programmable.
9. The system shall have the provision to automatically over-write/wrap the new information after the period of 30 days and option must be available in NVR
10. Software should have capability of recording through simultaneous channels of IP camera for dual / multiple streams IP cameras.
11. All indoor equipment shall be equipment shall be suitable for operation from 0 degree C to 40° and relative humidity up to 90% non-condensing.
12. All outdoor equipment shall be suitable for operation from -10 degree C to 50° and relative humidity up to 90% non-condensing.

c. Installation and Configuration

1. Installation of IP Cameras

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

## 2. Installation of cabling

Any physical cabling of Network Cat 6, connectors, channelling & electrical cabling in all SNDB branches will be done by the successful bidder. The wiring must be in duct / conduit with standard fitting . No loose wire will be allowed.

## 3. Installation of NVR System

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

## 4. Installation of Dummy DVR (Digital Video Recorder)

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

### d. Demonstration for Technical Evaluation/Qualification

- i. All participant companies shall provide sample of one indoor IP camera, one outdoor IP camera & copy of recording and monitoring software on computers. Further in case, a purpose built hardware NVR is purposed, one sample of the same shall be provided for technical evaluation along with all its necessary requirements.
- ii. The bidder shall configure all the equipment at SNDB Head Office to demonstrate the dual streaming monitoring and recording functionality of the IP cameras and NVR System.
- iii. The equipment will remain with the bank till completion of demonstration of all participated bidders.
- iv. Upon award of contract, the equipment of winning bidder will be kept with the bank for verification with actual supplied equipment in all SNDB branches.
- v. The equipment of other companies will be returned after completion of demonstration phase of all bidders.
- vi. The bidder supplying the equipment that does not meet/fulfil the tender specification or the bidder who fail to produce the equipment for technical evaluation will be disqualified from the tender process.

- vii. It is mandatory for bidder or his authorized rep. to present himself during the demo phase, in case of non-presence on the given date and time will make the bidder disqualified in the subject phase.

**Note:**

- All the equipment proposed by the bidders should be NEW and not used or refurbished.
- The comprehensive warranty of the equipment must not be less than 1 year.
- The resolution time of complain referred in agreement must be complied under clause of service conditions for all 64 branches.



## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2016)

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

| S. No.               | Description<br>(a)  | Approximate Quantity Required Per Branch<br>(b) | Rate Per Unit/Item<br>(c) | Approximate Total Items Required in 64 branches<br>(d) | Total Amount<br>( cxd ) |
|----------------------|---|---|---------------------------|--|-------------------------|
| 1                    | IP Camera (2 Mega Pixel or above)-Indoor  | 07  |                           | 448  |                         |
| 2                    | IP Camera (2 Mega Pixel or above) – Outdoor, IP66 (housing) compliant   | 01  |                           | 64   |                         |
| 3                    | 32GB SD Card for IP cameras   | 08  |                           | 512  |                         |
| 4                    | NVR Hardware with Recording & Monitoring Software and appropriate monitoring and recording software for windows platforms as explained in technical specification | 01  |                           | 64   |                         |
| 5                    | LCD 18.5 (Samsung or equivalent) inches for monitoring purpose with mouse & key board   | 01  |                           | 64   |                         |
| 6                    | 16 Port Ethernet Layer-2 Switch   | 01  |                           | 64   |                         |
| 7                    | Dummy NVR (Must appear to be functional) showing display etc.   | 01  |                           | 64   |                         |
| 8                    | Conduit Power & Ethernet Cabling with connectors along with Installation and Commissioning of complete system   | RFT   |                           | 70,000<br>(cabling will be measured on actual basis)   |                         |
| <b>*Total Amount</b> |   |   |                           |  |                         |

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

**Note:**

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. If the item is not provided on 10 days of issuance of Purchase Order a fine of Rs.500/-per day will be deducted from the bill.
3. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, transportation charges.

4. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
5. Calculation of bid security. 5% of the \*(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
8. The Tender will stand cancelled if the item are not supply within 10 working days of issue of supply order.
9. In case financial bids are the same, the successful bidder will be the one who has the highest turnover of the two.
10. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.
11. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
12. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
14. Warranty of 1 year is mandatory.
15. Recording and monitoring software for Head office must support at least 64 cameras.
16. All the software should be genuine and license.

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

**5.1.8 Modifications or Variations**

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

**5.1.9 Force Majeure**

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

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

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

### **5.1.9.2 Extension of Time**

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

## **5.1.10 Termination**

### **5.1.10.1 Termination by SNDB**

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

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SNDB may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SNDB has engaged 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), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

#### **5.1.11 Good Faith**

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

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

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

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

##### **5.1.12.2 Arbitration**

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

#### **5.1.13 Data Ownership**

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

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

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

##### **5.1.14.1 Conflict of Interest**

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

##### **5.1.14.2 Confidentiality**

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

## **5.2 Special Conditions of Contract**

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

### **5.2.1 Performance Security**

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

### **5.2.2 Payment**

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

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.



## Annexure “A”

### BID FORM

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

Dated: \_\_\_\_\_, 2016

To,

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

Gentleman,

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

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

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

\_\_\_\_\_.

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

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

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

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

**Name & Address of Agent**

**Amount and Currency**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(If none, State none)**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_

\_\_\_\_\_

**[Signature]**

**[In the Capacity of]**

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

## **Annexure “B”**

### **BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the Supply & Installation of CCTV System.

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 \_\_\_\_ 2016.

THE CONDITIONS of this obligation are:

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

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

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

*[Signature and Seal of the Bank]*

## Annexure “C”

### PERFORMANCE SECURITY FORM

To,

Head of Administration Division  
SINDH BANK LIMITED  
Head Office  
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 \_\_\_\_\_ 2016 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 \_\_\_\_\_ 2016

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

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

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

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. 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”**

**SCHEDULE OF OPENING & SUBMISSION OF BID**

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

## **Annexure “F”**

### **FORM OF CONTRACT**

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

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

1. The Effective Date of this Agreement is \_\_\_\_\_ 2016.
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:
  1. Trade secrets;
  2. Financial information, including pricing;
  3. Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
  4. Business information, including operations, planning, marketing interests, and products;
  5. The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
  6. 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”):
  7. If it is clearly and conspicuously marked as “confidential” or with a similar designation;
  8. If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
  9. 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:
  10. Any use of Confidential Information in violation of this agreement; and/or
  11. 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:
  12. 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
  13. Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
  14. Was known to the Recipient before receipt from the Discloser;
  15. Is or becomes publicly available through no fault of the Recipient;
  16. Is independently developed by the Recipient without a breach of this Agreement;
  17. Is disclosed by the Recipient with the Discloser's prior written approval; or
  18. 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”

### Contract Agreement

*THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016*

#### **BETWEEN**

*M/S. \_\_\_\_\_, a company / firm incorporated under the laws of Pakistan and having its principal place of business at \_\_\_\_\_, Pakistan, (hereinafter referred to as “Supplier”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;*

#### **AND**

*SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3<sup>rd</sup> Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as “SINDH BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.*

#### **WHEREAS:**

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

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

#### **Terms & Conditions:**

- 1. A notice of 10 days will be given prior to the opening of the branch and the and it will be expected that the requisite will be provided within the said period.*
- 2. Penalty of 5% cost of uninstalled equipment will be fined in case of failure to supply / fixed the requisite within 10 days after issuance of supply order. In addition to that Rs 500/- per day will be fined after 10 days and Rs 1000/- per day will be fined after 20 days from the issuance of supply order against a specific branch.*

3. *The tender will stand cancelled after due qualification if any required document is not provided within 7 days of opening of the tender.*
4. *Supplier will also be bound that in case of any observation arising in respect of quality of the equipment within the warranty period, the Supplier will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the Supplier for non-commitment or cancellation of tender as will be decided by the Procurement Committee.*
5. *The cost must include all taxes, installation, labour including delivery charges upto Sindh Bank Limited branches on countrywide basis.*
6. *Comprehensive Warranty period of 1 year is mandatory which includes all parts of the equipment without any additional cost, starting from the date of installation of cctv system.*
7. *No advance payment for supply of equipment will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.*
8. *All terms & conditions given under scope of work / technical specification in the tender document and correspondence thereof, will also remain effective/part of this document under this agreement.*
9. *The system for which this contract is being signed includes following Itemized enumeration:*
  - i. *CCTV Installation.*
  - ii. *Trouble Shooting.*
  - iii. *Support in Remote Access/Playback.*
  - iv. *Camera/System Replacement (under warranty)*
  - v. *CCTV Training.*
  - vi. *Camera re-location*
  - vii. *System interchange ( if required )*
10. *Service and maintenance include timely mandatory maintenance on need/complaint basis, of the equipment for the life elongation and quality assurance.*
11. *Other than the addressing of the compliant, the visiting technician will also ensure the following maintenance aspects:-*
  - *Cameras should be properly maintained and serviced to ensure that clear images are recorded.*
  - *CCTV component problem or performance issue is identified and resolved before it occurs.*
  - *Supplier will clean equipment housings; check BNC/RJ45 connections and replace them where it necessary and verify the video routing and sequencing.*

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

**Service Conditions**

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

**Request for Service/Complaint**

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

### **Escalation**

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

| <b>ESCALATION MATRIX (Region Wise)</b>  |                         |       |
|---|-------------------------|-------|
| <b>Level-1</b>  | <b>Name/Designation</b> | ----- |
| First complain if the call is not resolved<br><b>"within standard response time"</b>  | <b>Phone</b>            | ----- |
|   | <b>Email</b>            | ----- |
| <b>Level-2</b>  | <b>Name/Designation</b> | ----- |
| Second complain, if the call is attended within <b>"Standard Response Time"</b> and/or the problem still unresolved even after complaining at Level-2 | <b>Phone</b>            | ----- |
|   | <b>Cell</b>             | ----- |
|   | <b>Email</b>            | ----- |
| <b>Level-3</b>  | <b>Name/Designation</b> | ----- |
| Second complain, if the call is attended within <b>"Standard Response Time"</b> and/or the problem still unresolved even after complaining at Level-3 | <b>Phone</b>            | ----- |
|   | <b>Cell</b>             | ----- |
|   | <b>Email</b>            | ----- |

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

- 12. The visiting technician must be qualified for handling of the above prescribed jobs.*
- 13. The branch will launch a complaint directly to Supplier on the given helpdesk number and accordingly supplier will issue a ticket number for necessary follow-up, while keeping in loop the Assistant Security Officer via email.*
- 14. Supplier will facilitate all warranty and assistance for the CCTV system supplied and commissioned.*
- 15. Supplier will provide a central point of contact/helpdesk number for all complaints on 24/7 basis and in case the helpdesk number is not responding the supplier will provide email address for timely resolution of complaints. In addition to that sms service only for complaints will also be provided by the supplier.*
- 16. Supplier at all times will have access to SNDB for support over phone.*
- 17. Performance check list / service form will be submitted to Sindh Bank on monthly basis.*

Payment Schedule:

- 100 % of the total amount of final bill of Supply & Installation of CCTV System Cameras at the branches will be paid within one month of invoice submission to supplier. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier

Performance Security:

- 5% of the total tender amount of 64 upcoming branches will be retained by Sindh Bank Limited as “Performance Security” commencing from the date of award letter till 03 months after completion/installation of all supplies/system subject to satisfactory confirmation by the Manager of concerned branch of Sindh Bank Limited.
- The bank will have the option to enforce the performance bond on happening of any one or all the following events;
  - a) If the Supplier fails to deliver the system as per agreed Schedule.
  - b) If the supplier fails to get the system inspected by the Technical Committee during demonstration phase.
  - c) If the system supplied by the Supplier fails to perform as per bank’s requirement.

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

Period of Contract:

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

Notice:

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

Authorized Representative:

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

Taxes and Duties:

- The Supplier and its Personnel shall be liable to pay such direct or indirect taxes, duties, fees, and other impositions levied under the present Laws applicable at time of

*signing of contract, the amount of which is deemed to have been included in the Contract Price. Payment shall be made net of withholding taxes where applicable.*

**Termination of Agreement by Sindh Bank:**

- *If the performance of the Supplier/Item is not satisfactory this agreement can be terminated by Sindh Bank upon giving a 30 days' advance notice in writing to the Supplier. In such event the Supplier shall refund all advance money to Sindh Bank after adjusting the cost of work done by that date.*
- *If the Supplier becomes insolvent or bankrupt.*
- *If the Supplier, in the judgment of the Sindh Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.*
- *If the Sindh Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.*
- *If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance to the supplier*
- 
- 

**Termination of Agreement by the Supplier:**

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

**Force Majeure:**

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

**Extension of Time:**

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

**Good Faith:**

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

**Settlement of Disputes:**

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



-

Obligation of the Supplier:

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

Conflict of Interest:

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

Confidentiality:

- Except with the prior written consent of the Sindh Bank, the Supplier and the Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- For timely addressing of complaints given support escalation matrix will be utilized/followed:-

-

-

-

-

-

-

-

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

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

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

*Designation* \_\_\_\_\_

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

*Address* \_\_\_\_\_

\_\_\_\_\_  
*Stamp*

***Witness:***

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

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

*Designation* \_\_\_\_\_

*Address* \_\_\_\_\_

\_\_\_\_\_

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

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

*Designation* \_\_\_\_\_

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

*Address* \_\_\_\_\_

\_\_\_\_\_  
*Stamp*

***Witness:***

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

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

*Designation* \_\_\_\_\_

*Address* \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE “I”**

**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**

## List of Upcoming Branches

## Annexure “H”

Sindh Bank Limited  
Annual Branch Expansion Plan - 2016

| North Region   | Karachi Region                       | Interior Sindh Region                     | Islamic Banking            |
|--|--------------------------------------|---|----------------------------|
| 1 Sadiqabad  | 1 Saddar                             | 1 Johi, District Dadu                     | 1 Gohad Pur, Sialkot       |
| 2 Vehhari  | 2 Nishtar Road                       | 2 Dokri, District Larkana                 | 2 Kotwali Road, Faisalabad |
| 3 Village Basti Malook, Tehsil Lodhran (RUA)                   | 3 Saeedabad, Baldia Town             | 3 Larkana, Sachal Colony                  | 3 Vehari Road, Multan      |
| 4 Izzat Housing Society, Lahore                                | 4 Orangi Town                        | 4 Miro Khan, Distt. Gamber-Shahdadkot     | 4 Dera Ismail Khan (RUA)   |
| 5 Daroghawala, Lahore  | 5 Korangi Township                   | 5 Faiz Gunj, Distt. Khairpur              | 5 Hafa Naka, Hyderabad     |
| 6 Gulshan-e-Ravi, Lahore                                       | 6 Dr. Ziauddin Road                  | 6 Kot Bunglow, Taluka Kotdigi (RUA)       | 6 Race Course Road, Sukkur |
| 7 Shahdara, Lahore   | 7 Karachi University (Inside Campus) | 7 Khairpur (Mohalla Lukman)               | 7 Airport Road, Quetta     |
| 8 Village Hujra, Shah Muzaffar (RUA)                           | 8 Sachal Goth (RUA)                  | 8 Tando Jam, Distt. Hyderabad             |                            |
| 9 Pattoki  | 9 Shah Faisal Colony                 | 9 Golarchi, Distt. Badin                  |                            |
| 10 Bhalwal   | 10 Suraj Gunj, Quetta                | 10 Kot Ghulam Muhammad, Distt. Mirpurkhas |                            |
| 11 Kamoki  |                                      | 11 Nagarparkar, Distt. Tharparkar (RUA)   |                            |
| 12 Jaranwala   |                                      | 12 Diplo, Distt. Tharparkar (RUA)         |                            |
| 13 Village Qila Deedar Singh, Tehsil & Distt. Gujranwala (RUA) |                                      | 13 Madeji Taluka Garhi Yasin (RUA)        |                            |
| 14 Bahria Enclave, Islamabad                                   |                                      |   |                            |
| 15 Tench Bhatta, Rawalpindi                                    |                                      |   |                            |
| 16 G-9 Markaz, Islamabad                                       |                                      |   |                            |
| 17 Taxila  |                                      |   |                            |
| 18 Kallar Syeda (RUA)  |                                      |   |                            |
| 19 Achini Wala, Ring Road, Peshawar                            |                                      |   |                            |
| 20 Noshehra Cantt.   |                                      |   |                            |



**Annexure “J”**

**Performance Evaluation Criteria**

The support structure and complain resolution of the bidder will be evaluated for which its Technical Capability and Field Strength will be evaluated.

| S.No | Category   | Yes | No | Remarks |
|------|--|-----|----|---------|
| 1.   | Presence Automated Complain Logging and Ticketing System that can be tracked by client   |     |    |         |
| 2.   | Response Time of the field staff to attend to the complains across Pakistan within 6 Hrs of complain logging   |     |    |         |
| 3.   | Satisfactory Data Retrieval capability of the trained staff in case of event (Remote On Site)  |     |    |         |
| 4.   | Effective Complain Resolution Capability for any particular branch across Pakistan which may include trouble shooting related to Power, NVR, Cameras, Networking, Remote Monitoring, FPS setting, HW fault, ON Board storage or Networking |     |    |         |
| 5.   | Direct Presence of the Own Company TEAM to respond to the site of the branch. Staff deployed for maintenance service in country wide region are of company employees.  |     |    |         |

**Note: Acquiring of ‘Yes’ status in all serials of the checklist above is must for qualification.**

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

**Site Address:** \_\_\_\_\_

**Date & Time of Inspection:** \_\_\_\_\_

**Result-Inspection Report:** \_\_\_\_\_

\_\_\_\_\_

**Overall Report: Qualified / Disqualified**

**Names & Signatures- Procurement Committee:**

1 \_\_\_\_\_  
(Name) (Signature)

2 \_\_\_\_\_  
(Name) (Signature)

3 \_\_\_\_\_  
(Name) (Signature)