



# SINDH HEALTH CARE COMMISSION (SHCC)

Quality Care for All

## TENDER NOTICE FOR PROCUREMENT OF LAPTOPS/ FURNITURE/ EQUIPMENT FOR SINDH HEALTH CARE COMMISSION

Tender Ref: SHCC/BS/0332/2017

Sealed bids, addressed to the Procurement Department, Sindh Health Care Commission, are invited under SPPRA rules, 2010 amended 2013. The potential bidder must have at least Minimum 03 years' experience in Computer Equipment Sales & Delivery along with turnover of Rs. 05 million per annum in Computer Items. The bidder must also not be black listed from anywhere and have registration with relevant Tax & Sales Tax Departments of the Govt. of Pakistan (preferably based in Sindh Province).

Strong background firms are required to provide a best proposal, they are allowed to participate as per below mentioned schedule:

DESCRIPTION OF JOB	TENDER DOCUMENTS	AVAILABILITY OF TENDER DOCUMENTS	LAST DATE OF SUBMISSION	TENDER OPENING DATE
Procurement of Laptops (Intel Probook 450 G4 - 7th Gen, Core i5, 08/16GB DDR4, 1TB HDD/128-512GB SSD. 2 GB NVIDIA GeForce 930MX GC, Finger Print Reader, 15.6" Full HD BV LED 1080p with License of Windows & Office 2, Seven executive office tables along with Seven executive chairs. 3, Twenty One Chairs for Visitors 4, 2 Nos of Water Dispensers (Branded)	Exact details & Specifications are available in the bidding documents.	06 <sup>th</sup> November, 2017 to 20 <sup>th</sup> November, 2017 from 09:30 am to 02:00 pm (working days only)	20 <sup>th</sup> November, 2017 up to 12:00 am In case of any holiday/law-and-order situation/mishaps the last date of submission will be on next working day & above timing	Bids will be open at 13:00 hours on 20 <sup>th</sup> November, 2017 In the presence of bidders



# **SINDH HEALTH CARE COMMISSION (SHCC)**

**Quality Care for All**

Interested Vendors/Contractors are requested to give their best & final prices as negotiations on the prices once quoted/offered are not permissible under the rules.

Bidding documents containing terms and conditions with a prescribed Performa can be obtained from Procurement Department, Sindh Health Care Commission Karachi, against pay order of Rs.1,000/- (non-refundable) in favor of "Sindh Health Care Commission" and in case of download bidding documents from SPPRA or SHCC website, at the time of submitting of bid, the pay order of tender fee Rs.1,000/-(non-refundable) must be enclosed along with the bid in favor of "Sindh Health Care Commission".

All bids must be submitted under Single stage – one envelopes procedure specified in SPPRA rule # 46 (1), as SPPRA rules 2010 amended 2013. One envelope shall contain the TECHNICAL & FINANCIAL PROPOSAL duly attached a 2% Bid Security (refundable) Pay Order/Cheque of the total bid cost in the name of Sindh Health Care Commission. The rates quoted must be inclusive of GST, Income Tax, SRB etc. GST will be deducted at source as prescribed rates. The address on the envelope should be marked to the Procurement Department of SHCC. No tender will be accepted without Bid Security & such tender(s) will be rejected at the spot.

Bids shall be opened at the 20<sup>th</sup> November, 2017 13: 00 hours Karachi, Pakistan. On the time & date given above in the presence of Purchase Committee, SHCC, Govt. of Sindh, Karachi and those authorized Persons/Firms who wish to be present.

The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 amended 2013 and may cancelled the bidding process at any time prior of acceptance of bid or proposal as per rule 25(i) said rules.

This advertisement is also available on the websites of Sindh Health Care Commission & SPPRA Govt. of Sindh i.e. [www.shcc.org.pk](http://www.shcc.org.pk) & [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) respectively.

Director Business Support  
Sindh Health Care Commission  
Karachi



**SINDH HEALTH CARE COMMISSION (SHCC)**  
**Quality Care for All**

**NO. 0324/SHCC/BS**

**Dated: - 17<sup>th</sup> Oct., 2017**

**The Accountant General Sindh**


Gulshan-e-Iqbal  
Karachi.

The Government of Sindh has established **Sindh Health Care Commission (SHCC)** vide Notification No: SO-PH/HCC/2016 dated 15<sup>th</sup> April 2016 under Sindh Health Care Commission Act 2013 to improve the quality of healthcare services and ban quackery in the Province of Sindh in all its forms and manifestations.

This Commission has to form a complaint Redressal Committee as per SPPRA Rules. It is therefore requested to kindly nominate an officer from your good office not below than grade 18.

Early nomination in this regards will be highly appreciated.

Sincerely,

  
**Director Business Support**  
**Sindh Health Care Commission**  
Email: [ayubsanjirani@live.com](mailto:ayubsanjirani@live.com)

CC to.

- C.E.O SHCC.



# SINDH HEALTH CARE COMMISSION (SHCC)

Quality Care for All

## NOTIFICATION

The Assistant Director  
Assessment SPPRA  
Barrack No. 8 Sindh Secretariat No. 4-A  
Court Road Karachi.

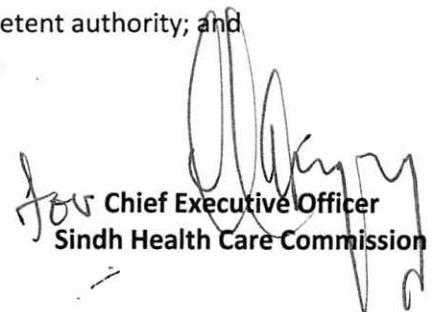
No. \_\_\_\_\_ Dated: -  
Please refer your office letter No. of dated \_\_\_\_\_

Following changes has been made with the approval of competent authority below committee is constituted for Procurement/Tender opening, Bid Evaluation and recommended for the award of work to successful bidder as per SPPRA Rule-07 & 08 act 2009 with rules 2010 (amended 2017), for Sindh Health Care Commission.

- 1- **Director Business Support**  
Sindh Health Care Commission
- 2- **Director Anti-Quackery**  
Sindh Health Care Commission
- 3- **Section Officer (Budget)**  
Finance Deptt. GoS.

**Function and Responsibilities of Procurement committee(s)- procurement committee(s) shall be responsible for;**

- i. Preparing bidding documents
- ii. Carrying out technical as well as financial evaluation of the bids.
- iii. Preparing evaluation report as provided in rule 45.
- iv. Making recommendations for the award of contract to the competent authority; and
- v. Perform any other function ancillary and incidental to the above.

  
for **Chief Executive Officer**  
**Sindh Health Care Commission**

CC TO:

1. Chairman, SHCC.
2. Board of Commissioners SHCC.



# **Sindh Health Care Commission**

**Tender Document  
Supply of Laptops**

**Table of Contents**

DEFINITIONS		i
1	INVITATION FOR BIDS (IFB)	1
2	INSTRUCTION TO BIDDERS (ITB)	2
2.1	Correspondence Address	2
2.2	Eligible Bidders	2
2.3	Corrupt Practice	2
2.4.1	Preparation of Bids	2
2.4.2	Bidding Process	2
2.4.3	Cost of Bidding	2
2.4.4	Language of Bid	2
2.4.5	Financial Proposal	3
2.4.6	Bid Currencies	3
2.4.7	Bid Security	3
2.4.8	Bid Validity	3
2.5	Submission of Bids	4
2.5.1	Sealing and Marking of Bids	4
2.5.2	Response Time	4
2.5.3	Extension of Time Period for Submission of Bids	4
2.5.4	Clarification of Bidding Documents	4
2.5.5	Late Bids	4
2.5.6	Withdrawal of Bids	4
2.5.7	Cancellation of Bidding Process	5
2.5.8	Mechanism for Redressal of Grievances	5
2.5.9	Review Panel	7
2.5.10	Matters not subject to Appeal or Review	7
2.6	Opening and Evaluation of Bids	7
2.6.1	Opening of Bids by SIL	7
2.6.2	Clarification of Bids	7
2.6.3	Preliminary Examination	7
2.6.4	Supplier Evaluation Criteria	8
2.6.5	Eligibility Criteria	8
2.6.6	Clarifications Prior to Evaluation	9
2.6.7	Award of Contract	9
2.6.8	Award Criteria	9
2.6.9	SIL's Right to Accept Any Bid and to reject any or all Bids	9
2.6.10	Notification of Award	9
2.6.11	Signing of Contract	9
2.6.12	Performance Security	9
2.6.13	General Conditions of Contract	10
2.6.14	Special Conditions of Contract	10
2.6.15	Integrity Pact	100
2.6.16	Non Disclosure Agreement	100
3	SCOPE OF WORK/TECHNICAL SPECIFICATION	111

4	FINANCIAL PROPOSAL		13
5	<b>CONTRACT</b>		<b>14</b>
5.1	Conditions Of Contract		14
5.1.1	Definitions		14
5.1.2	Law Governing Contract		14
5.1.3	Notice		14
5.1.4	Authorized Representative		15
5.1.5	Taxes and Duties		15
5.1.6	Effectiveness of Contract		15
5.1.7	Expiration of Contract		15
5.1.8	Modifications or Variations		15
5.1.9	Force Majeure		15
5.1.9.1	No Breach of Contract		15
5.1.9.2	Extension of Time		15
5.1.10	Termination		16
5.1.10.1	Termination by SIL		16
5.1.10.2	Termination by Supplier		16
5.1.10.3	Payment upon Termination		16
5.1.11	Good Faith		16
5.1.12	Settlement of Disputes		17
5.1.12.1	Amicable Settlement		17
5.1.12.2	Arbitration		17
5.1.13	Data Ownership		17
5.1.14	Obligations of the Supplier		17
5.1.14.1	Conflict of Interest		17
5.1.14.2	Confidentiality		17
5.2	<b>Special Conditions of Contract</b>		<b>18</b>
5.2.1	Performance Security		18
5.2.2	Payment		18
5.2.3	Price		18
6.	BID FORM	(Annexure "A")	19
7.	BID SECURIRTY FORM	(Annexure "B")	21
8.	PERFORMANCE SECURITY FORM	(Annexure "C")	22
9.	INTEGRITY PACT	(Annexure "D")	23
10.	SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure "E")	24
11.	FORM OF CONTRACT	(Annexure "F")	25

## 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 SIL.

**“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 SIL 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 SIL under the contract;
- (iv) Where an official of the SIL 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 SIL 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 SIL 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;

**“SIL”** means the Sindh Insurance 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 SIL’s requirements.

## 1 INVITATION FOR BIDS (IFB)

Sindh Insurance Limited (SIL) invites proposal from reputed vendors for the Supply of Laptops. Detail 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:

1. Instructions to Bidders (ITB)
2. Eligibility Criteria
3. Scope of Work
4. Financial Proposal
5. Conditions of Contract

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

Yours sincerely,

Director,  
Sindh Health Care Commission



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

### **2.1 Correspondence Address**

Director,  
Sindh Health Care Commission

### **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. SIL 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. SIL will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

#### **2.4.1 Preparation of Bids**

#### **2.4.2 Bidding Process**

This is the Single Stage – One Envelope Procedure; a bid shall comprise a single package containing the FINANCIAL PROPOSAL. [SPPRA Rule 46 (1-a)]

#### **2.4.3 Cost of Bidding**

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

#### **2.4.4 Language of Bid**

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

#### 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 SIL. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

#### 2.4.6 Bid Currencies

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

#### 2.4.7 Bid Security

The SIL shall require the bidders to furnish the Earnest Money @ 2% of Bidding Cost (Refer Page 16 & 17) 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 SIL 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 SIL 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 SIL; [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

Bid shall comprise a single package containing one envelope. The envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-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 SIL 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

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

### 2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SIL 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. SIL may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SIL 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. SIL 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

SIL 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 SIL 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)]

SIL 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 SIL. [SPPRA Rule 31(5)]

SIL 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 SIL complaints' redressal committee may lodge an appeal to the Chief Secretary through the Authority, who shall refer the matter to a review panel in accordance with ITB section [2.5.9]; [SPPRA Rule 31(8)]

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

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

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

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

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

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

Unless the Review Panel recommends dismissal of the complaint being frivolous, in which case the bidder shall lose the bid security deposited with the SIL, 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 SIL, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SIL 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 SIL 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 SIL along with relevant record. In case of failure of Head of SIL 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 SIL shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website within three working days; Provided that no information shall be disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

**IMPORTANT**

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

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

### 2.5.9 Review Panel

The Authority shall maintain a list of Review Panellists for the purpose of reviewing a bidder's complaint. The Panellist 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 SIL shall not be subject to the appeal or review: [SPPRA Rule 33]

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

## 2.6 Opening and Evaluation of Bids

### 2.6.1 Opening of Bids by SIL

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, SIL 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

SIL 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.

SIL 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 SIL.



If a bid is not substantially responsive, it will be rejected by SIL 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)] SIL 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

SIL shall evaluate proposals using the following eligibility criteria.

S. No	Requisite	Evidence required to be attached	Compliance / Proof	
			Yes	No
1	Minimum 03 years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of business / NTN (Attached as Annexure"1")	Yes	No
2	Turn Over in last 3 years	Audit Report / Tax Return (Attached as Annexure"2")	Yes	No
3	Registration with Income Tax & Sales Tax	NTN & GST Certificates (Attached as Annexure"3")	Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL Landline number (Attached as Annexure"4")	Yes	No
5	The Offered product must have been used in 03 counties including Pakistan	Certificates from te Manufacturer on any other evidence (Attached as Annexure"5")	Yes	No
<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 Insurance Ltd & SPPRA's websites regularly.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.

#### Mandatory

- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- Writing of tender reference as given in the NIT on the Envelope, carrying tender document is must or SIL will not be responsible if the documents are not received by the Procurement Committee on time.

#### Disqualifications

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

- On blacklist of SPPRA or Sindh Bank Ltd
- The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is submitted without Tender Fee.
- If during verification process of the client list, the response by any of the client is found unsatisfactory.
- Alternate bid is offered



### **2.6.6 Clarifications Prior to Evaluation**

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

### **2.6.7 Award of Contract**

### **2.6.8 Award Criteria**

Subject to ITB Section [2.7.2], SIL 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.

### **2.6.9 SIL's Right to Accept Any Bid and to reject any or all Bids**

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

### **2.6.10 Notification of Award**

Prior to the expiration of the period of bid validity, SIL 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], SIL will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

### **2.6.11 Signing of Contract**

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SIL 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 Head Office SIL, Karachi, within 10 Days of award of contract.

### **2.6.12 Performance Security**

Within 7 DAYS of receipt of the notification of award from SIL, the successful Bidder shall furnish to SIL 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 SIL, 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 SIL 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 SIL 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.

**2.6.13 General Conditions of Contract**

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

**2.6.14 Special Conditions of Contract**

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

**2.6.15 Integrity Pact**

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

**2.6.16 Non Disclosure Agreement**

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

**D. SCOPE OF WORK / TECHNICAL SPECIFICATION**

Sindh Insurance Limited (SIL) requires supply of Laptops as per the scope of work / on need basis in its Head Office, Karachi.

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

**Technical Specification (2 laptops)**

<b>Processor:</b>	Core I 5 7200u
<b>Memory:</b>	8GB Ram
<b>Hard Disk:</b>	256GB SSD
<b>Network Card:</b>	Giga
<b>Optical Drive:</b>	External DVD RW
<b>Display:</b>	13.3 Bright View WLED-Backlit Touch Screen (1920X1080)
<b>Communication:</b>	Wifi Bluetooth
<b>Sound:</b>	Yes
<b>Camera:</b>	Yes
<b>Battery:</b>	5 hours backup
<b>Power Adapter:</b>	Yes
<b>Accessories</b>	Bag & Wireless Mouse
<b>Warranty:</b>	3 years' local warranty
<b>Delivery:</b>	Within one month of award of contract

**Technical Specification (10 laptops)**

<b>Processor:</b>	Core i3
<b>Memory:</b>	8GB Ram
<b>Hard Disk:</b>	256GB SSD
<b>Network Card:</b>	Giga
<b>Optical Drive:</b>	External DVD RW
<b>Display:</b>	Screen Size 14.1
<b>Communication:</b>	Wifi Bluetooth
<b>Sound:</b>	Yes
<b>Camera:</b>	Yes
<b>Battery:</b>	3 hours backup
<b>Power Adapter:</b>	Yes
<b>Accessories</b>	Bag & Wireless Mouse
<b>Warranty:</b>	3 years' local warranty
<b>Delivery:</b>	Within one month of award of contract

#### 4. FINANCIAL PROPOSAL

##### PRICE SCHEDULE

S#	Description	Quantity	Brand	Make	Rate Per Unit	*Total Amount
01	<b>Laptops Core-i5</b> (Specification, Configuration and Peripherals as per Technical Specification)	2	HP/Lenovo/ Dell	2017		
01	<b>Laptops Core-i3</b> (Specification, Configuration and Peripherals as per Technical Specification)	10	HP/Lenovo/ Dell	2017		
<b>Total</b>						

#### Note

- The cost must include all applicable taxes, installation, labour, Stamp duty (as applicable under Stamp Act 1989) including delivery charges up to Sindh Insurance Limited locations.
- Warranty period of 1 year is mandatory.
- It will be the responsibility of the bidder to supply all Laptops at the location mentioned above.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
- The items will be supplied in protective packing; any loss/damage to the item/items will be borne by the supplier company.
- Bill will only be processed on Certificate of Satisfaction from the SIL Location Officer.
- 1% of Total Amount in the financial proposal will made the total sum of Bid Security to be deposit with the tender in shape of Pay Order in favour of Sindh Insurance Limited.
- A fine of Rs 500/- per day will be charged, if even after 05 days of issuance of Purchase order, the supplies are not provided, installed and made operational till the requisite is met.

Signature of Bidder

## 5 Contract

### 5.1 Conditions of Contract

#### 5.1.1 Definitions

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

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

“Procuring Agency” or “PA” means SIL 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.

## **5 Contract**

### **5.1 Conditions of Contract**

#### **5.1.1 Definitions**

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

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

“Procuring Agency” or “Sindh Health Care Commission” means SHCC 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 SIL 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 SIL

The SHCC 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 SIL 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 SIL may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SIL 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 SIL, 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 SIL, 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 SHCC 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 SIL 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 SHCC 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 SHCC. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SHCC 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 SIL, and shall at all times support and safeguard the SIL legitimate interests in any dealings with Sub-Suppliers or third Parties.

### **5.1.14.1 Conflict of Interest**

The Supplier shall hold the SIL'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 SIL, 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 (1 %) 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 SIL and the Supplier.

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

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.

Annexure "A"

6. BID FORM

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

Dated: \_\_\_\_\_, 2017

To,

Head of Administration Division  
SINDH HEALTH CARE  
COMMISSION

Gentleman,

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

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

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

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

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 \_\_\_\_\_ 2017.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[In the Capacity of]*

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

Annexure "B"

**7. BID SECURITY FORM**

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

KNOW ALL PEOPLE by these presents that WE [name of Insurance company ] of [name of country], having our registered office at [address of Sind Insurance] (hereinafter called "the Insurance Company"), are bound unto SHCC (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Insurance Company binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Insurance this day of 2017.

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 SIL 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 Insurance Company not later than the above date.

*[Signature and Seal of the Sindh Health care commission]*



Annexure "C"

**8. PERFORMANCE SECURITY FORM**

To,

Head of Administration Division  
Sindh Health Care Commission  
Karachi 75600

WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. [reference number of the contract] dated 2017 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 \_\_\_\_\_ 2017.

**Signature and Seal of the Guarantors**

**Name of Insurance**

**Address**

**Date**

Annexure "D"

**9. INTEGRITY PACT**

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

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

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

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

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

**For and On Behalf Of**

\_\_\_\_\_

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

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

**NIC No:** \_\_\_\_\_

Annexure "E"

**10. SCHEDULE OF OPENING & SUBMISSION OF BIDS**

For details refer to Advertisement placed at SPPRA and Sindh Insurance web site on the subject matter.

## Annexure "F"

### 11. FORM OF CONTRACT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Sindh Health Care Commission, 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 \_\_\_\_\_ 2017.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
  - Trade secrets;
  - Financial information, including pricing;
  - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
  - Business information, including operations, planning, marketing interests, and products;
  - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
  - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):
  - If it is clearly and conspicuously marked as "confidential" or with a similar designation;
  - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
  - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
  - Any use of Confidential Information in violation of this agreement; and/or
  - Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know

and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

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

together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Insurance Limited

Company Name:

Registered Address:

Registered Address:

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

Name:

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

Signature:

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

Title:

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

Date:

# **Sindh Health Care Commission**

## **Tender Document Supply & Installation of Furniture Items**

*This document contains ;43 pages*

**Table of Contents**

DEFINITIONS		i
1	INVITATION FOR BIDS (IFB)	1
2	INSTRUCTION TO BIDDERS (ITB)	2
2.1	Correspondence Address	2
2.2	Eligible Bidders	2
2.3	Corrupt Practice	2
2.4	Preparation of Bids	3
2.4.1	Bidding Process	3
2.4.2	Cost of Bidding	3
2.4.3	Language of Bid	3
2.4.4	Technical Proposal	3
2.4.5	Financial Proposal	3
2.4.6	Bid Currencies	3
2.4.7	Bid Security	4
2.4.8	Bid Validity	4
2.5	Submission of Bids	4
2.5.1	Sealing and Marking of Bids	4
2.5.2	Response Time	5
2.5.3	Extension of Time Period for Submission of Bids	5
2.5.4	Clarification of Bidding Documents	5
2.5.5	Late Bids	5
2.5.6	Withdrawal of Bids	5
2.5.7	Cancellation of Bidding Process	6
2.5.8	Mechanism for Redressal of Grievances	6
2.5.9	Review Panel	7
2.5.10	Matters not subject to Appeal or Review	7
2.6	Opening and Evaluation of Bids	7
2.6.1	Opening of Bids by SNDB	7
2.6.2	Clarification of Bids	8
2.6.3	Preliminary Examination	8
2.6.4	Supplier Evaluation Criteria	9
2.6.5	Eligibility Criteria	9
2.6.6	Clarifications Prior to Evaluation	11
2.7	Award of Contract	11
2.7.1	Award Criteria	11
2.7.2	SNDB's Right to Accept Any Bid and to reject any or all Bids	11
2.7.3	Notification of Award	11
2.7.4	Signing of Contract	11
2.7.5	Performance Security	12
2.7.6	General Conditions of Contract	12
2.7.7	Special Conditions of Contract	12
2.7.8	Integrity Pact	12
2.7.9	Non Disclosure Agreement	12
3	SCOPE OF WORK/TECHNICAL SPECIFICATION	13



4	FINANCIAL PROPOSAL		19
5	<b>CONTRACT</b>		<b>26</b>
5.1	Conditions Of Contract		26
5.1.1	Definitions		26
5.1.2	Law Governing Contract		26
5.1.3	Notice		27
5.1.4	Authorized Representative		27
5.1.5	Taxes and Duties		27
5.1.6	Effectiveness of Contract		27
5.1.7	Expiration of Contract		27
5.1.8	Modifications or Variations		27
5.1.9	Force Majeure		28
5.1.10	Termination		28
5.1.11	Good Faith		29
5.1.12	Settlement of Disputes		29
5.1.13	Data Ownership		29
5.1.14	Obligations of the Supplier		30
5.2	Special Conditions of Contract		31
5.2.1	Performance Security		31
5.2.2	Payment		31
5.2.3	Price		31
6.	BID FORM	(Annexure "A")	32
7.	BID SECURITY FORM	(Annexure "B")	34
8.	PERFORMANCE SECURITY FORM	(Annexure "C")	35
9.	INTEGRITY PACT	(Annexure "D")	36
10.	SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure "E")	37
11.	FORM OF CONTRACT	(Annexure "F")	38
12.	CONTRACT AGREEMENT	(Annexure "G")	41
13.	LIST OF BRANCHES	(Annexure "H")	46
14.	UNDERTAKING/AFFIDAVIT	(Annexure "I")	47
15.	INSPECTION CRITERIA	(Annexure "J")	48

## DEFINITIONS

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

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

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

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

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

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

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

**“Conflict of Interest”** means -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“SHCC”** means the Sindh Health Care Commission;

**“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 Health Care Commission invites proposal from reputed vendors for the Supply & Installation of Furniture Items for its approximately 40 upcoming branches in country wide regions. Detail of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidders will be selected under procedure described in this tender document in accordance with the Sindh Public Procurement Rules 2010 (Amended 2017) and instructions to bidders ITB given under SPPRA bidding document for national competitive bidding Pakistan – procurement of goods, which can be found at 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 2017)

This TD includes the following Sections:

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

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

Yours sincerely,

Head of Administration Division  
SINDH HEALTH CARE COMMISSION

## 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 HEALTH CARE COMMISSION

### 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. SHCC 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. SHCC will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

## **2.4 Preparation of Bids**

### **2.4.1 Bidding Process**

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

### **2.4.2 Cost of Bidding**

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

### **2.4.3 Language of Bid**

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

### **2.4.4 Technical Proposal**

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only be technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism.

### **2.4.5 Financial Proposal**

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

### **2.4.6 Bid Currencies**

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

### **2.4.7 Bid Security**

The SHCC shall require the bidders to furnish the Earnest Money @ 5% of Bidding Cost (Refer Page 16 & 17) 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 SHCC; [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**

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-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**

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

### **2.5.6 Withdrawal of Bids**

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SHCC 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. SHCC may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SHCC 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. SHCC 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

SHCC 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 SHCC 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)]

SHCC 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 SHCC. [SPPRA Rule 31(5)]

SHCC 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)]

## **IMPORTANT**

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

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

### **2.5.9 Review Committee**

A bidder not satisfied with decision of the procuring agency's complaints redressal committee may lodge an appeal to the Review Committee; provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].

The bidder shall submit the following documents to the Review Committee: [SPPRA Rule 32 (5)].

- (a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].
- (b) A copy of the complaint earlier submitted to the complaint redressal committee of the department; [SPPRA Rule 32 (5-b)].
- (c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].

On receipt of appeal, the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

It shall be mandatory for the appellant and the Head of procuring agency or his nominee not below the rank of BS-19 to appear before the Review Committee as and when called and produce documents, if required; [SPPRA Rule 32 (8)].

In case the appellant fails to appear twice despite the service of notice of appearance, the appeal may be decided ex-parte; [SPPRA Rule 32 (9)].

The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [SPPRA Rule 32 (10)].

The decision of Review Committee shall be final and binding upon the procuring agency. After the decision has been announced, the appeal and decision thereof shall be hoisted by the Authority on its website; [SPPRA Rule 32 (11)].

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

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

- Selection method adopted by the SHCC; [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 SHCC**

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, SHCC 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**

SHCC 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.

SHCC 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 SHCC.

If a bid is not substantially responsive, it will be rejected by SHCC 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)] SHCC 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

SHCC shall evaluate proposals using the following eligibility criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Attach evidence as Annexure
1	Firm's Status	20		Public / Private Ltd.	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed	A
		10		Partnership Firm		
		5		Sole Proprietorship		
2	Banks presently on Cliental List (For counting of each bank services to at least 10 branches are mandatory) for supply of relevant items having the same specification as been offered in the tender	15		3 and above	Letters to be attached duly issued from each concerned Bank	B
		10		2 and above		
3	Years in Business in relevant field	15		08 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed	C
		10		06 years and above		
		5		03 years and above		
4	Manufacturing Set-up	15		Own setup	Give complete address along with landline numbers	D
5	Average Yearly Turn Over in Last 3 Years	10		On an average of 100 Million and above per year	Audit Report / Tax Return	E
		5		On an average of 60 Million and above per year		
6	Number of offices in cities	10		06 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	F
		5		04 and above		
		3		03 and above		
7	ISO 9001-2000 Certification	15		Yes	Attach Certificate	G
		0		No		
Total Marks		100		QUALIFIED / DISQUALIFIED		

**ELIGIBILITY CRITERIA NOTE**

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
2. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Inspection/Financial Bid opening.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

**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. The supplied items should be in market for the last three (3) years(evidence from the banks will only be accepted)
5. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
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:**

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered/Registration With Sindh Revenue Board
4. Alternate bid is offered.
5. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. Warranty of supplied items is less than 1 year.
9. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
10. 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.
11. In the past, the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.

## **2.6.6 Clarifications Prior to Evaluation**

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], SHCC 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**

SHCC 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, SHCC 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], SHCC 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 10 Days from the date of notification of award, the successful bidder shall furnish to SHCC particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at Central Office SNDB, Karachi, within 10 Days of letter of acceptance date and furnishing the requisite performance security.

### **2.7.5 Performance Security**

Within 7 DAYS of receipt of the *notification of award* from SHCC, the successful Bidder shall furnish to SHCC the Performance Security equals to 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 SHCC 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 SHCC and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

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

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

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

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

### **2.7.8 Integrity Pact**

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

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

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



### 3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires Supply & Installation of Furniture Items for its approximately 40 upcoming branches (with 6-10 staff in each branch) in countrywide regions on need basis.

Requirement of Supply & Installation of Furniture Items will depend on the opening of the branches. A notice of 15 days will be given prior to the opening of the branch and it will be expected that the furniture item will be provided / fixed at least 5 days prior to the opening of the branch. . The tentative quantity for branches to be opened in 2017 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 Specification**

## 4 FINANCIAL PROPOSAL

*Tender Document- Supply & Installation of Furniture Items*

2. If the item is not provided/installed after 15 days of issuance of Purchase Order, a fine of Rs.4,000/-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, installation, commissioning, transportation and labour charges.
4. No advance payment for the supply of equipment will be made; bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
5. Calculation of bid security. 5% of the \*(Grand 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. Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the services/items duration the contract period. SPPRA Rule 49 may please be referred.
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 (3 days) on SPPRA website.
8. The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
9. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
10. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.
11. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
12. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
14. Warranty 1 year mandatory.
15. Pre Bid Meeting will be conducted at Sindh Bank Ltd, Head Office, Basement – 2, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi within a week time before opening of tender to further clarify the assignment/scope of work given in tender documents and at the same time, queries will be addressed if any by the interested bidder

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

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

## **5 Contract**

### **5.1 Conditions of Contract**

#### **5.1.1 Definitions**

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 (Amended 2017).

“Procuring Agency” or “PA” means SHCC 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 SHCC**

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

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

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

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

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

### **5.1.10.3 Payment upon Termination**

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

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

### **5.1.11 Good Faith**

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

### **5.1.12 Settlement of Disputes**

#### **5.1.12.1 Amicable Settlement**

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

#### **5.1.12.2 Arbitration**

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

**5.1.13 Data Ownership**

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

**5.1.14 Obligations of the Supplier**

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

**5.1.14.1 Conflict of Interest**

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

**5.1.14.2 Confidentiality**

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

## **5.2 Special Conditions of Contract**

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

### **5.2.1 Performance Security**

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

### **5.2.2 Payment**

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

### **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: \_\_\_\_\_, 2017

To,

Head of Administration Division  
SINDH HEALTH CARE COMMISSION

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 SHCC.

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 \_\_\_\_\_ 2017.

\_\_\_\_\_

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

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

**SPECIMEN**

Annexure "B"

**BID SECURITY FORM**

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

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 \_\_\_\_ 2017.

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 HEALTH CARE COMMISSION

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_ 2017.

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

## **SCHEDULE OF OPENING & SUBMISSION OF BIDS**

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

## **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 \_\_\_\_\_ 2017.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
  - Trade secrets;
  - Financial information, including pricing;
  - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
  - Business information, including operations, planning, marketing interests, and products;
  - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
  - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):
  - If it is clearly and conspicuously marked as "confidential" or with a similar designation;
  - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
  - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as

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

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



Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

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

**Sindh Bank Limited**

**Company Name:**

**Registered Address:**

**Registered Address:**

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

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

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

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

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

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

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

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



Contract Agreement

Annexure "G"

THIS AGREEMENT is entered into at Karachi  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017

BETWEEN

M/S. \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

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

**WHEREAS:**

"THE SHCC" intends to acquire the services of "Supplier" for Supply & Installation of Furniture Items (goods) for its upcoming Branches and Supplier agrees to provide the following services to the bank, as per tender opening date \_\_\_\_\_, along with Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

**Terms & Conditions:**

- All terms and conditions of the tender document will remain part of this agreement.
- A prior notice of 15 days will be given for the supply of requisite supplies and it will be expected within 03 days, the said supplies will be made available at the site.
- The Supplier shall supply the said goods as per specifications of the tender within 03 days from the date of issue of Purchase Order by the Bank.
- A fine of Rs 400/- per day will be charged, if even after 10 days of issuance of order, the supplies are not provided, installed and made operational till the requisite is completed.
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 10 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the

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

- Supplier agrees to maintain adequate inventory of the goods so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected item is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the Bank.
- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the Bank shall be final and binding upon the Supplier.
- Delivery will be made by the Supplier at different locations prescribed by the Bank.
- The cost must include all taxes, fixing, labour including delivery charges upto the branches of the Bank on countrywide locations.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- A party may change its address for notice by giving a notice to the other Party in writing of such change.

#### Warranty

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

Payment Schedule:

65% advance of the total amount for the Supply & Installation of Furniture Items will be paid against bank guarantee and 35% on receipt/acknowledgement from concerned branch manager.

Performance Guarantee:

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

Authorized Representative:

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

Termination of Agreement by the Bank:

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

Goods Faith:

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

Settlement of Disputes:

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

Conflict of Interest:

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

Support Escalation Matrix:

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

<b>LEVEL-1</b>	Name/Designation (support staff)	
First complain if the call is not resolved " <b>within specified response time</b> " (12 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-2</b>	Name/Designation (Manager/GM)	
Second complain, if the call is attended within " <b>Specified Response Time</b> " and not attended / or the problem still unresolved even after complaining at Level-1 (24 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-3</b>	Name/Designation (owner of the firm)	
Third complain, if the call is attended within " <b>Specified Response Time</b> " and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	
	Email	
	Cell	
<b>Note: Ensure that no column above is left blank</b>		

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Stamp \_\_\_\_\_

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Costumer Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation Head of Administration

Company Name Sindh Health Care

Commission

Address \_\_\_\_\_

Stamp \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Annexure "I"

14. UNDERTAKING/AFFIDAVIT

To be typed on Rs.40/- 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**

## Annexure "J"

## 15. INSPECTION CRITERIA

S #	Description	Status	Remarks
1	Do the furniture item meets the physical specification of the tender	Yes / No	
2	Do the furniture meet the colour scheme of the Bank	Yes / No	
3	Do the company has the capability to supply the requisite items as per the demand mentioned in the tender	Yes / No (This fact will be verify by visiting the company workshop)	
4	The quality of the fabric matches the quality of the theme of the Bank	Yes / No	
5	The colour scheme of the fabric matches the quality of the theme of the Bank	Yes / No	
6	Do the Formica has been pasted through automatic machines	Yes / No	

*Note:*

*Any one "No" in the above inspection performa will make the bidder disqualify from further participating into tendering process.*