

SNDB/HO/ADMIN/TD/752/2017

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# **Sindh Bank Limited**

## **Tender Document**

**Printing & Distribution (e2e) solution and requires services of Procurement of Stationery (Envelopes & Letterheads), Printing, Stuffing and delivery of “bank’s Letter of Thanks and Other business letters”**

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## DEFINITIONS

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

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

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

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

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

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

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

“**Conflict of Interest**” means -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sindh Bank Limited (SNDB) invites proposal from well reputed companies for the provision of Printing & Distribution (e2e) solution and requires services of Procurement of Stationery (Envelopes & Letterheads), Printing, Stuffing and delivery of “bank’s Letter of thanks and other business letters” for its Head office, 254 online branches in countrywide regions. Detail of the specifications of related services to be provided are given in the scope of work 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 there under (“SPPRA”) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2013).

This TD includes the following Sections:

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

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

Yours sincerely,

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

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

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

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

### **2.1 Correspondence Address**

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

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
B-2 Floor, Federation House,  
Abdullah Shah Ghazi Road,  
Clifton,  
Karachi 75600  
Tel – 021-35829403

### **2.2 Eligible Bidders**

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

### **2.3 Corrupt Practice**

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

### **2.4 Preparation of Bids**

#### **2.4.1 Bidding Process**

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



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

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

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

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

#### **2.4.4 Technical Proposal**

Bidders are required to submit the Technical Proposal stating a brief description of the bidder’s organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared “Qualified” in Technical Qualification Phase.

#### **2.4.5 Financial Proposal**

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

#### **2.4.6 Bid Currencies**

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

#### **2.4.7 Bid Security**

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

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

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

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

The bid security shall be forfeited:

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

## **2.4.8 Bid Validity**

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

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

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

## **2.5 Submission of Bids**

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

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

### **2.5.2 Response Time**

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

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

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

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

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

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

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

#### **2.5.5 Late Bids**

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

#### **2.5.6 Withdrawal of Bids**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. a letter stating his wish to appeal to the Review Panel and the nature of complaint; [SPPRA Rule 31(10-a)]

2. a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents in a sealed envelope; [SPPRA Rule 31(10-b)] and

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

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

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

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

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

The decision of the Chief Secretary shall be final and the SNDB shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the

Authority on its website within three working days; Provided that no information shall be disclosed if its disclosure would be against the public interest or may jeopardize national security. [SPPRA Rule 31(15)]

### **IMPORTANT**

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

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

### **2.5.9 Review Panel**

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

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

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

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

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

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

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

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

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

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

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

### **2.6.2 Clarification of Bids**

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

### **2.6.3 Preliminary Examination**

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

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

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

### **2.6.4 Supplier Eligibility Criteria**

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

## 2.6.5 Eligibility Criteria

SNDB shall evaluate proposals using the following eligibility criteria.

S. No	Descriptions	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence Attached as Annexure
1	Scheduled Commercial Banks on Cliental List	<b>30</b>		5 Banks and above	Letters to be attached duly issued from each concerned Bank	A
		15		3 Banks and above		
2	Offices in Pakistan	<b>20</b>		200 and above	Company Profile with complete detail of offices along with their addresses & PTCL landline numbers	B
		10		100 and above		
3	Web/Computer based Track and Trace facility of the shipments with 24/7 Call Center services	<b>10</b>		Yes	Attach complete Detail	C
4	Years in business in relevant field	<b>20</b>		5 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed	D
		10		3 Years and above		
5	Turn Over of Last 3 Years	<b>20</b>		On an average of 40 M and above per year	Attach Audit Report or Tax Return	E
		10		On an average of 20 M and above per year		
<b>Total Marks</b>		<b>100</b>		<b>Qualified / Disqualified</b>		

**NOTE:**

1. The company will be considered disqualified from the very outset, if not GST registered (Certificate to be attached)
2. Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
3. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into financial phase.
4. 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.



**MANDATORY**

5. GST/Income Tax Registration/Registration With Sindh Revenue Board
6. Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.
7. Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
8. 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.
9. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
10. 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.
11. Own (end-to-end) printing and distribution setup. Will be confirmed by physical visit
12. Provide complete relevant documents of DR SITE considering IT infrastructure.
13. Main printing facility and Business Continuity Plan – BCP should be in Karachi.
14. Private or Public Ltd firm.

**DISQUALIFICATION**

**The bidder will be considered disqualified prior to /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 qualify bidder sublets the contract in any form/stage to any other agency
7. The tender is deposited without Tender Fee.
8. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
9. 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.
10. 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 Clarification**

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

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

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

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

### **2.7.3 Notification of Award**

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

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

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

### **2.7.4 Signing of Contract**

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

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

### **2.7.5 Performance Security**

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

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

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

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

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

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

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

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

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

### **2.7.8 Integrity Pact**

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

### **2.7.9 Non Disclosure Agreement**

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

### **3 SCOPE OF WORK**

Sindh Bank Limited (SNDB) is intend to initiate their centralized monitoring of regular business communication bulk letters though dedicated Printing & Distribution (e2e) solution and requires services of Procurement of Stationery (Envelopes & Letterheads), Printing, Stuffing and delivery of “bank’s Letter of thanks and other business letters” with adequate resources and facilities and qualified, competent and experienced personnel capacity of providing such services to Sindh Bank Ltd.

## 4 FINANCIAL PROPOSAL

**PRICE SCHEDULE**  
 (Applicable for the year 2017)

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

### SECTION – A

<b>PRINTING &amp; STATIONARY (LETTER HEAD &amp; ENVELOPES) RATES</b>		
PRINTING & STATIONARY SPECIFICATION		CHARGES
PAPER	80 Gram wood free offset paper pre-printed/ 04 color letter head (as per approved specimen)	
PRINTING	Digital printing in black & white on high speed digital printers on one side of paper	
ENVELOPES (DL SIZE)	80 Gram wood free offset DL size as per approved design of the bank	
INSERTION	Promotional and marketing brochures	
STUFFING	Stuffing	
<b>Total Amount of Section A</b>		

### SECTION – B

<b>DISTRIBUTION RATES</b>	
BULK VOLUME SLAB	DELIVERY CHARGES
Courier charges per shipment for (Within City & City to City) locations for 0.5kg	
GPO delivery per shipment (Domestic) for 0.5kg	
GPO delivery per shipment (International) for 0.5kg	
<b>Total Amount of Section of Section B</b>	

**GRAND TOTAL (SECTION A + SECTION B) = Rs. \_\_\_\_\_/-**

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

**Note:**

1. The cost must include all applicable taxes, Stamp duty (as applicable under Stamp Act 1989) transportation and labor charges upto destination on countrywide basis.
2. Calculation of bid security. The mechanism for calculation of bid security will be as follows:
3. 5% of the \*Grand Total amount multiply with 300,000 (number of expected shipments) to be submitted as bid security along with the tender document in shape of pay order/ bank guarantee.
4. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
5. All rates given should be inclusive of 20% FAC (Fuel Adjustment Charges) & GST.
6. Bill will only be processed on Certificate of Satisfaction from the Branch Manager.
7. Penalty of 15% of the total bill will be imposed in case of failure in printing and delivery / shipment within one month after issuance of letter of award
8. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
9. If the item is not provided after 10 days of issuance of Purchase Order, a fine of Rs.500/-per day will be deducted from the bill.
10. 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.
11. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
12. The Tender will stand cancelled if the item are not supply within 10 working days of issue of supply order.
13. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
14. 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.
15. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the shipment within the 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.
16. All terms & conditions of the Contract Agreement (Annexure “G”) are part of tender document.
17. 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.
18. Bidder shall arrange for sound packing and marking at his own cost during transit to avoid any loss.

**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 2013).

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

#### **5.1.1 Law Governing Contract**

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

### **5.1.2 Notice**

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

### **5.1.3 Authorized Representative**

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

### **5.1.4 Taxes and Duties**

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

### **5.1.5 Effectiveness of Contract**

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

### **5.1.6 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **5.1.7 Modifications or Variations**

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

### **5.1.8 Force Majeure**

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

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

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



### **5.1.9.2 Extension of Time**

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

### **5.1.10 Termination**

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

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

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

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

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

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

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

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

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

### **5.1.11 Good Faith**

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

### **5.1.12 Settlement of Disputes**

#### **5.1.12.1 Amicable Settlement**

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

#### **5.1.12.2 Arbitration**

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

### **5.1.13 Data Ownership**

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

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

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

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

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

#### **5.1.14.2 Confidentiality**

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

## **5.2 Special Conditions of Contract**

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

### **5.2.1 Performance Security**

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

### **5.2.2 Payment**

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

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.

## Annexure

“A”

### 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 BANK LIMITED  
HEAD OFFICE  
Basement-2 Floor, Federation House,  
Abdullah Shah Ghazi Road,  
Clifton,  
Karachi 75600

Gentleman,

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

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

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

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

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

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

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

**Sindh Bank Limited**  
**Tender Document – Printing & Distribution (e2e) solution and requires services of Procurement of Stationery (Envelopes & Letterheads), Printing, Stuffing and delivery of “bank’s Letter of thanks and other business letters”**

**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 \_\_\_\_\_ 2013.

\_\_\_\_\_

**[Signature]**

**[In the Capacity of]**

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

## **Annexure “B”**

### **7. BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the Printing & Distribution (e2e) solution and requires services of Procurement of Stationery (Envelopes & Letterheads), Printing, Stuffing and delivery of “bank’s Letter of thanks and other business letters

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”

### 8. PERFORMANCE SECURITY FORM

To,

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

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

**Address**

**Date**

## Annexure “D”

### 9. INTEGRITY PACT

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

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

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

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

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

#### **For and On Behalf Of**

\_\_\_\_\_

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

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

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



**Sindh Bank Limited**  
*Tender Document – Printing & Distribution (e2e) solution and requires services of  
Procurement of Stationery (Envelopes & Letterheads), Printing, Stuffing and delivery of  
“bank’s Letter of thanks and other business letters”*

## **Annexure “E”**

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

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

## **Annexure “F”**

### **12. 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:* \_\_\_\_\_

## Annexure “G”

### 12. Contract Agreement

This Courier Service  
**AGREEMENT** is entered into at Karachi on this  
, \_\_\_\_\_, 2017

**BY AND BETWEEN**

**AGREEMENT FOR PRINTING AND DISTRIBUTION**

This Agreement for Printing and Distribution is made at Karachi on this \_\_\_\_\_ 2017

**By and Between:**

**SINDH BANK LTD**, a banking company incorporated and existing under the laws of Pakistan having its registered office at Head office 3rd Floor, Federation House Abdullah Shah Ghazi Road, Clifton, Karachi (hereinafter referred to as “SNDB”, which term and expression shall, where the context so admits, mean and include its administrators, successors in interest and assigns) of the one part.

**AND**

**VENDOR/COURIER**, a private limited company incorporated and existing under the laws of Pakistan having its registered office at,

\_\_\_\_\_,  
Pakistan. (here in after referred to as “VENDOR/COURIER”, which term and expression shall, where the context so admits, mean and include its administrators, successors in interest and assign), of the other part.

*(SNDB and VENDOR/COURIER are hereinafter collectively referred to as the “Parties” and individually as a “Party”)*

**WHEREAS** in the course of SNDB’s business, there is a requirement of printing & dispatching LOT / Dormant / Pre-dormant / other regular communication to customers and VENDOR/COURIER has represented that it has the necessary network and outreach in Pakistan to print and dispatch all communication from SNDB to its customers on the terms and conditions set out, and also agreed to by the Parties, in this Agreement.

**AND WHEREAS** VENDOR/COURIER being a service provider for the courier, logistics and printing and distribution business.

**AND WHEREAS** VENDOR/COURIER agrees against the service charges to be paid by SNDB to provide printing and courier services to SNDB, strictly in accordance with the terms and condition set out herein and to provide stationeries according to specimen and approved artwork as mutually agreed by both the Parties. VENDOR/COURIER would arrange the printing of statements of accounts / product related communication of SNDB at its premises (VENDOR/COURIER Print Shop) and SNDB will provide the data as agreed by both the parties. VENDOR/COURIER further

undertakes to provide courier services to SNDB in accordance with the terms and condition set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:**

**1. DEFINITIONS:**

“Agreement”, means this Agreement, dated as above and entered into between SNDB and VENDOR/COURIER, as may be amended in writing from time to time;

“Business Days”, means each twenty four (24) hours period beginning and ending at 12:00 midnight Pakistan standard time including Saturdays and excluding any day that banks in Pakistan, are legally not permitted to be open for business by SBP;

“Customer”, means either a SNDB product holder, SNDB account holder or any Branch of SNDB as the case may be;

“Month”, means a calendar month according to the Gregorian calendar beginning at 12:00 midnight on the last day of the preceding month and ending at 12:00 midnight on the last day of that month;

“Party”, means either SNDB or VENDOR/COURIER who shall be collectively referred to as the Parties; and

“Products and Services” means such products and services of SNDB for which there is a requirement of communicating with the customers, including but not limited to the following:

- (a) Dormant Information of all products
- (b) Unclaimed Information of all products
- (c) Welcome / Introducer Packs
- (d) CNIC Expiry Information
- (e) Pre-dormancy information of all products
- (f) Consumer Finance Dunning information of all product
- (g) Miscellaneous customer information.

**2. SCOPE OF WORK**

- 2.1 SNDB will provide letter draft and pre-booking data on excel format containing unique reference ID’s, consignee name, address and contact number for printing, stuffing and physically reconciliation of letters.
- 2.2 VENDOR/COURIER will ensure its booking on designated SNDB accounts and all booking details shall be sent on the immediately next working day at the email ID provided by SNDB.
- 2.3 Shipments pertaining to international destinations, incomplete addresses will be returned to SNDB branches without booking.
- 2.4 For non-service area shipments, VENDOR/COURIER will hand over the same to Pakistan Post Office on behalf of SNDB without any responsibility of ensuring delivery of shipments. Complete MIS will be shared on designated email ID’s of SNDB.

- 2.5 VENDOR/COURIER will deliver shipments to the consignees or their spouses, blood relatives or any person available at the delivery address (as mentioned on the shipment) after getting his/her signature on the delivery sheet and verifying the relation with consignee.
- 2.6 Delivery will be attempted at the given address and if the address premises are closed or consignee is not available, VENDOR/COURIER representative will leave a message card for coordination.
- 2.7 If consignee fails to contact VENDOR/COURIER within two days, shipment will be returned to SNDB respective branches without any further intimation to consignee.
- 2.8 Shipments turnaround time is 7 to 10 business days for regular shipments from the date of booking. Consolidation and branch wise return of physical shipments will also take 4 working days for regular shipments to complete. However, delivery will be starting to the account holders on next working day of booking.
- 2.9 VENDOR/COURIER will provide delivery details of shipments to SNDB through an e-mail on daily basis.
- 2.10 Only authorized and designated person of SNDB can make any changes in address or receiver’s name (list to be provided by SNDB). No VENDOR/COURIER staff is authorized to alter / change in address for delivery.
- 2.11 Any loss or theft case will be reported immediately on the same day by VENDOR/COURIER authorized representative to SNDB in order to block / re-issue financial instruments.
- 2.12 Delivery details for all the shipments will be available on VENDOR/COURIER Tracking and Tracing system for 90 days from the date of delivery at the consignee’s address.
- 2.13 Physical delivery details can also be made available only upon request.
- 2.14 All physical PODs (Proof of Delivery) are to be filed at VENDOR/COURIER offices for a period of three months (90 days) from the date of delivery.
- 2.15 All undelivered shipments will be returned to SNDB.
- 2.16 VENDOR/COURIER shall provide the Proof of Delivery to SNDB in respect of each delivered shipment within 48 to 72 business hours from the date of request by SNDB.
- 2.17 All terms and conditions of tender documents are part of agreement.

**3. LIABILITY OF COURIER**

- 3.1 In case VENDOR/COURIER confirms that the delivery of a statement has been made but the same is not delivered to the customer and verification declared by VENDOR/COURIER is incorrect, PKR 500/- will be penalized by the bank to VENDOR/COURIER.
- 3.2 In case of loss suffered by the Bank due to the lost and / or delayed shipments, \_\_\_\_\_ shall pay the damages to the Bank as mutually agreed which in any case will not exceed an amount equivalent to 15% of relevant month invoice. It is agreed between the parties hereto that no claim for loss of or damage shall be entertained till such time as all printing/courier charges have been paid, in full, by the Bank. The Bank agrees not to deduct any amount from any payment to be made to \_\_\_\_\_, against any bills raised and/or invoices issued by \_\_\_\_\_, in respect of the printing and delivery of Bank statements under this Agreement.

**4. DELIVERY DETAILS**

- 4.1 VENDOR/COURIER will provide delivery details to **SNDB** through e-mail on daily/weekly basis in the following manner:

VENDOR/COURIER Account No:  
Booking Date:  
Destination:  
Consignee:

Receiver  
Name:  
Delivery Status:  
Reason for non-delivery:

- 5. PRINTING**
- 5.1 SNDB letterhead will be of 80 grams mat finish of A4 size sheet paper, in four colors on front side only.
- 5.2 Machine made window envelope of DL size or any other which is mutually agreed.
- 5.3 The design and artwork files in soft form will be provided by SNDB to VENDOR/COURIER.
- 5.4 VENDOR/COURIER will get the approval of the printed samples from SNDB only after which VENDOR/COURIER will start printing. An authorized person will sign the printed sample and VENDOR/COURIER will ensure the quality of printing.
- 5.5 VENDOR/COURIER will carry inventory of stationeries as required to perform its services as per clauses of this Agreement. As such, all the material will be arranged by VENDOR/COURIER and it will ensure that it has the requisite inventory at all times. On average. One month’s inventory stock will be managed by VENDOR/COURIER.
- 5.6 Any change in design and color of letterheads, envelopes and other stationeries will be intimated to VENDOR/COURIER by SNDB at least 60 days in advance.
- 5.7 The date in soft form or in any other form as mutually agreed will be provided by SNDB to VENDOR/COURIER at least two (2) days before the printing of data.
- 5.8 In case of printing mistakes due to wrong data provided by SNDB, VENDOR/COURIER will re-arrange its printing, stuffing along with all its material as per specimen which will be considered as fresh job and charged accordingly.
- 5.9 In case the reprinting is to be carried out due to the mistake of VENDOR/COURIER it will be done without any charges whatsoever i.e. free of cost.
- 5.10 The quantity and date of printing of statement for the upcoming month will be intimated to VENDOR/COURIER by SNDB at least 20 days in advance.
- 5.11 An inventory forecast of three months for the arrangement of stationeries will be provided to VENDOR/COURIER by SNDB to compliance with clause seven (7) of this Agreement.
- 5.12 All the stuff printing in VENDOR/COURIER Premises will be booked with appropriate reference number (Identification number in bank’s books) along with the name.
- 5.13 That due to non – compliance of any of the above clause especially clause 5 and 6, any inventory left with change of design or artwork with VENDOR/COURIER will be the properties of SNDB hence will be charged by VENDOR/COURIER at cost mutually agreed.
- 5.14 VENDOR/COURIER will submit invoice for their services to SNDB on monthly basis as per the rate agreed by both the party and that SNDB will make the payment through cross cheque in favor of VENDOR/COURIER (Pvt.) Limited within seven days after the submission of the said monthly invoice.
- 5.15 Printing day will be consider as day zero; this is subject to the data if received by 9 to 10 am in the morning. If the data is received after 10:00AM in the morning then the next day will be considered as zero day for the purposes of TAT.



**6. PROVISION OF FINAL DATA**

6.1 VENDOR/COURIER will keep three months delivery records of all shipments. The computerized delivery status can be collected within 90 days for record.

6.2 The computerized status will be provided to **SNDB** on monthly basis as per following columns:

Date booking  
Consigner  
Destination  
Consignee  
Delivery status  
Receiver Name  
Reason for non-delivery

6.3 VENDOR/COURIER will keep the complete record, on its system, of consignee along with consignment numbers for any further query raised by SNDB in future for 90 days in system and hard copy ‘POD’ for 45 days.

**7. CONSIDERATION:**

7.1 Rates are applicable as mentioned in Annexure “A” (Solution from Printing to Delivery).

**8. TERM**

8.1 **This Agreement is valid for a period of one year from the date of \_\_\_\_\_ 2017 and can be renewed for three years thereafter with the mutual consent of both the Parties in writing before its expiry. Further, the rates as mentioned in Annexure-A are valid for the period of 12 months starting from \_\_\_\_\_; thereafter the annual rates for next year will be 10% increased as per mutual negotiation.**

**9. BUSINESS CONTINUITY & DISASTER RECOVERY PLAN:**

9.1 There is formal Business Continuity Management (BCM) program available.

9.2 VENDOR/COURIER has operational sites in Karachi and offices in Lahore, plus regional offices in suburbs which we are called areas & branch. These offices serve as Disaster Recovery sites and 100% load can be transferred / distributed in less than 16 hours to any of these sites.

9.3 VENDOR/COURIER has two operative Print Shop Sites with Multiple Printing and Stuffing facility which is for the BCP channelization.

9.4 Within Karachi and in every Major Region VENDOR/COURIER has more than one operations department for safe processing of the shipments with 70% Load Handling capacity as compared with the Main Operation of the Region.

9.5 For Data Center, VENDOR/COURIER has two Major Data Banks at the Head Office Level and the main server is synchronized in parallel with the backup server. Connectivity from regions to suburbs is further provided and the backups in parallel are available for regional level as well.

**10. ACCESS FOR STATE BANK OF PAKISTAN:**

10.1 State Bank of Pakistan along with the SNDB concerned staff can have the access to the limited sites of printing & operational units in the business hours with prior written intimation of 24 hours.

**11. DATA TRANSFER:**

- 11.1 Data will be transferred through FTP site. VENDOR/COURIER will provide sufficient space for data on site which can be auto deleted at any specified time as desired by SNDB.

**12. TERMINATION OF THE AGREEMENT**

- 12.1 Either Party to this Agreement has the right to terminate this Agreement upon giving **sixty days written notice in advance** to the other Party at any time without assigning any reasons whereupon this Agreement shall stand terminated after the expiry of the aforesaid period. Upon termination of this Agreement, VENDOR/COURIER shall immediately return all documents, stationary and data belonging to SNDB.
- 12.2 In the event of any breach by either Party of its obligation hereunder, the breaching Party shall have 30 working days from receipt of notice from the non-breaching Party to rectify the breach after which time the Agreement shall stand terminated upon the affected Party issuing a termination notice to the other Party.
- 12.3 If two (2) warning letters/emails are issued by the Bank for unsatisfactory current performance to the bidder.**

**13. FORCE MAJEURE**

- 13.1 Neither Party shall be liable for failure to perform or delay in performing any of its obligations under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of nature, change in law, government directives, War, Civil commotion or industrial dispute, terrorism, strike etc. If any such delay or failure continues for at least thirty (30) days, the Parties upon mutual consent shall be entitled to terminate this Agreement.

**14. CONFIDENTIALITY**

- 15.1 VENDOR/COURIER shall not, without prior written consent of the SNDB, release or disclose any information to any other person except to their respective full time employees on a need to know basis, the information in connection with their work, who also agrees to be and shall be similarly bond with regard to such confidentiality.
- 15.2 The obligations of confidentiality under this Agreement in respect of the information shall not apply to any information that:
- (a) Is or becomes generally available to the public other than as a result of a disclosure in breach of obligations under this Agreement.
  - (b) Is required to be disclosed under legal compulsion.).
- 15.3 Upon termination of the Agreement, the Parties shall forthwith return to the other all information in its possession and in possession of its employees and shall not retain copies of such information. Upon termination of this Agreement, all information relevant to DIPK held by VENDOR/COURIER, in electronic format shall be deleted under the supervision of the authorized personnel of SNDB.
- 15.6 Obligations or confidentiality in terms of this Agreement shall continue for a period of 1 year from the date of expiry or early termination of this Agreement.
- 15.7 VENDOR/COURIER shall ensure that the access to all information passed on by SNDB is limited to its authorized staff only and that too only a need to know basis.

**15. AMENDMENTS AND MODIFICATIONS:**

16.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by duly authorized representative of the Parties.

**16. GOVERNING LAW**

17.1 This Agreement and the rights and obligations of the Parties hereunder shall be governed by and constructed in accordance with the laws of Islamic Republic of Pakistan.

**18. RESOLUTION OF DISPUTES**

18.1 The Parties shall endeavor to amicably settle disputes between the parties failing which such disputes shall be referred to the mediation at National Centre for Dispute Resolution (NCDR), formerly known as Karachi Centre for Dispute Resolution (KCDR). In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement each of the Parties irrevocably submits to the original civil jurisdiction of Courts at Karachi.

**19. NOTICES**

19.1 All notices, communications, or other documents ("**Notices**") to be given or made by one party to the other Party pursuant to this Agreement shall be in writing, shall be addressed for the attention of the person indicated below, and shall either be addressed for the attention of the person indicated below, and shall either be delivered personally or sent by telegram, registered or certified mail, or facsimile. The addresses for service of the Parties and their respective numbers shall be

**For SINDH BANK Limited.**

Address: SINDH BANK Limited,  
Head office 3rd Floor, Federation House Abdullah Shah Ghazi Road, Clifton, Karachi

**For VENDOR/COURIER Express Logistics Pakistan Limited.**

VENDOR/COURIER,  
Address, Karachi

19.2 The following personnel are hereby identified as the point of contact for each party

**SINDH BANK LIMITED : Mr. Ms ( Name of POC)**

**VENDOR/COURIER : Mr. Ms (Name of POC)**

19.3 Any change in the noticed personnel shall be communicated in writing by the relevant party to the other party.

19.4 Notices intended for the parties hereto may be addressed and delivered by hand or send by courier or by post to the last known address of the parties appearing in the heading to this Agreement and when sent by courier the notice shall be deemed to have been

delivered to the addressee on the day following that on which the notice is sent by courier.

**20. RELATIONSHIP**

21.1 The Parties hereby acknowledge that both Parties are entering into this Agreement as independent contracting party and neither party is construed to be the agent, partner or association of other party.

**21. ENTIRE AGREEMENT**

21.1 This Agreement incorporates the entire understanding between the Parties and supersedes all previous oral and written representations, agreements or arrangements between Parties.

**22 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 concerned officer, where the items have been supplied.

**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> " (4 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-2</b>	Name/Designation (Regional Head/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 (6 hours)	Landline Phone	
	Email	
	Cell	
<b>LEVEL-3</b>	Name/Designation (CEO 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 WITNESS WHEREOF** the parties hereto have executed this Agreement on the date first written Here in above.

Company Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Stamp

**Witness:**  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Customer Signature \_\_\_\_\_  
Name Lt.Col (R.) Shahzad Begg  
Designation EVP/Head of Administration  
Company Name **Sindh Bank Limited**  
Address **Federation House, Sindh Bank**  
**Ltd. Head Office Karachi**

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

Stamp  
**Witness:**  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address: Same as Above

**Annexure “I”**

**14. AFFIDAVIT/UNDERTAKING**

To be typed on Rs.50/- Stamp Paper

**AFFIDAVIT / DECLARATION**

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

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

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

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

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

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

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

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

**COMMISSIONER FOR TAKING AFFIDAVIT**