

**SNDB/COK/ADMIN/TD/930/2018**

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

# **Sindh Bank Limited**

## **Tender Document**

***Maintenance Contract of UPS for Interior Sindh Region***

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## **DEFINITIONS**

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

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

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

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

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

**“Conflict of Interest”** means -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for Maintenance Contract of UPS on need basis/call basis for its Interior Sindh. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

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

This TENDER Documents includes the following Sections

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

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

Yours sincerely,

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



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

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

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

### **2.1 Correspondence Address**

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

Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 Floor, Federation House,  
Abdullah Shah Ghazi Road,  
Clifton,  
Karachi 75600  
Tel: 02135829394/403  
Email:Admin@sindhbankltd.com

### **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 2017), in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

## **2.4 Preparation of Bids**

### **2.4.1 Bidding Process**

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

### **2.4.2 Cost of Bidding**

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

### **2.4.3 Language of Bid**

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

### **2.4.4 Technical Proposal**

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

### **2.4.5 Financial Proposal**

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

### **2.4.6 Bid Currencies**

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

### **2.4.7 Bid Security**

The SNDB shall require the bidders to furnish the Earnest Money @ 5% of Bidding Cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of

twenty eight (28) days beyond the validity period for bids, in order to provide the SNDB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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

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

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

The bid security shall be forfeited:

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

#### **2.4.8 Bid Validity**

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

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

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

### **2.5 Submission of Bids**

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

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

#### **2.5.2 Response Time**

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

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

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

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

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

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

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

### **2.5.5 Late Bids**

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

### **2.5.6 Withdrawal of Bids**

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

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

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

1. SNDB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SNDB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]

4. SNDB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

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

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

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

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

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

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

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

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

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

#### **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 SNDB shall not be subject to the appeal or review: [SPPRA Rule 33]

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

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

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

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

### **2.6.2 Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids; provided, SNDB may at its discretion, ask a Bidder for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid. Any request for clarification in the bid made by the SNDB, shall invariably be in writing. The response to such request shall also be in writing. [SPPRA Rule 43]

### **2.6.3 Preliminary Examination**

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

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

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

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

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

## 2.6.5 Eligibility Criteria

| S. No.             | Requisite   | Total Marks | Marks Obtained | Remarks                         | Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded   | Evidence attached as |
|--------------------|---|-------------|----------------|---------------------------------|--|----------------------|
| 1                  | Presently Banks on Cliental List (For counting of each bank services to at least 10 branches are mandatory) for supply of items for which tender was now seen floated | 20          |                | 2 and above                     | Award letters to be attached duly issued from each concerned Bank.   | Annexure "A"         |
|                    |   | 10          |                | 1                               |  |                      |
| 2                  | Years in Business in relevant field   | 20          |                | 3 Years and above               | NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed | Annexure "B"         |
|                    |   | 10          |                | 1 years and above               |  |                      |
| 3                  | Average Turn Over in Last 3 Years   | 20          |                | 0.5-0.7 Million                 | Audit Report / Tax Return  | Annexure "C"         |
|                    |   | 10          |                | 0.2 -0.5 Million                |  |                      |
| 4                  | Number of Service Level Agreement (SLA) presently in implementation with Banks on account of subject tender.  | 20          |                | 2                               | Attach Copies of Service Level Agreement   | Annexure "D"         |
|                    |   | 10          |                | 1                               |  |                      |
| 5                  | Firm's Status   | 20          |                | Public/Private Ltd              | NTN Certificate/GST Registration/ Letter of Incorporation  | Annexure "E"         |
|                    |   | 10          |                | Partnership/ Proprietorship     |  |                      |
| <b>Total Marks</b> |   | <b>100</b>  |                | <b>Qualified / Disqualified</b> |  |                      |

### ELIGIBILITY CRITERIA NOTE

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



**MANDATORY**

**(Compliance attached as Annexure “K”)**

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. 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.
4. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
5. 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 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.
7. **Office in Interior Sindh is mandatory.**

**DISQUALIFICATION**

**(Compliance attached as Annexure “L”)**

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

1. Black listed by 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. The company is not registered with GST/Income Tax /Registration/Sindh Revenue Board
4. Alternate bid is offered.
5. **Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
6. The tender is deposited without Tender Fee.
7. **Warranty Period.** Warranty of supplied items is less than 6 months.
8. **Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
9. **Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.

## **2.6.6 Discussions Prior to Evaluation**

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

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

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

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

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

### **2.7.3 Notification of Award**

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

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

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

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

### **2.7.4 Signing of Contract**

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

The Contract shall be signed by the parties at Central Office SNDB, Karachi, within 10 Days of 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 SNDB, the successful Bidder shall furnish to SNDB 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 SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

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

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

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

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

### **2.7.8 Integrity Pact**

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

### **2.7.9 Non Disclosure Agreement**

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

### 3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited requires Maintenance Contract of UPS on need basis for Interior Sindh Region.

The contractor will visit the branches on receipt of call from Head Office/ Branches to repair and rectify the defects of machines including its service and replacement of parts if required. The cost of spare parts will be given separately, contractor will give us these charges including repairing and servicing of machines. (List of Branches attached as Annexure “J”)

#### **Salient Feature of the Maintenance Contract**

|                     |  |
|---------------------|--|
| Period              | 12 months  |
| SOW                 | Maintenance of all UPS of all branches, throughout the country   |
| UPS Type            | On Line, pure sine waves and line interactive  |
| Battery Bank        | Extended for Long duration, Maintenance free, dry, VRLA, gel   |
| Capacity            | 3KVA to 6 KVA  |
| Quantity            | Approximate 87 sites   |
| Age                 | Approximate one to four years old  |
| Response time       | Within 12 hours in big cities and within 24 hours in remote areas. In case of delay in attending complaint, a penalty of Rs.500/- per day per branch will be imposed |
| Back up             | If problem lasted over 24 hours, backup UPS will be provided, free of cost   |
| Complain Attendance | Monday to Saturday & In emergency on Sunday/Holiday  |
| Complaint Type      | All, including cards, circuit, inverter, charger etc., including all type of parts, except batteries   |
| Repair Maintenance  | On call basis only   |
| Complaint           | By Head Office or branches on phone or Email   |
| Payments            | On completion of a quarter, 25% of total contract amount will be paid, on submission of invoice & Field Service Report(FSR) from respective branches.                |

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

(Applicable for the year 2018-19)

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

### **PART A** **VISIT CHARGES**

| S. No               | Regions        | Description of Job/Item                             | Unit Rate | No. of Branches | Amount | Remarks                                     |
|---------------------|----------------|---|-----------|-----------------|--------|---|
| 01                  | Interior Sindh | Per visit charges Per unit Per Branch on call basis |           | 87              |        | (List of Branches attached as Annexure "H") |
| <b>Total Amount</b> |                |   |           | 87              |        |   |

### **PART B** **COST-SPARE PARTS**

| S.No         | Description of Item                      | Amount in Rs. |       |
|--------------|--|---------------|-------|
|              |  | 3 KVA         | 6 KVA |
| 01           | Main Printed Circuit Board (PCB)         |               |       |
| 02           | Controller Printed Circuit Board (PCB)   |               |       |
| 03           | Insulated-Gate Bipolar Transistor (IGBT) |               |       |
| 04           | FED Parts                                |               |       |
| 05           | Charger                                  |               |       |
| 06           | Charger PCB                              |               |       |
| 07           | Service Charges                          |               |       |
| <b>Total</b> |  |               |       |

**FINAL BID**

|                                      |       |
|--------------------------------------|-------|
| <b><u>1. TOTAL AMOUNT PART A</u></b> | _____ |
| +                                    | +     |
| <b><u>2. TOTAL AMOUNT PART B</u></b> | _____ |
| =                                    |       |
| <b><u>*GRAND TOTAL</u></b>           | _____ |

**Grand Total:**

This amount will be considered as only the “Bid Offered”. Whereas be apprised that the successful bidder will be the one whose “Evaluated Bid” is the lowest. (For further clarification refer Note 5. below)

**Note**

1. 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 to Sindh Bank Ltd Branches in Interior Sindh.
2. 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.
3. **Calculation of bid security.** 5% of the \*(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
4. 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.
5. 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 duration of the contract. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
6. 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.
7. All conditions in the contract agreement attached as Annexure G are part of this tender document.
8. 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.
9. The Tender will stand cancelled if the item/service are not supply/installed within 15 working days of issue of supply order.
10. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
11. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility criteria evaluation.
12. Warranty is of 6 months – including addressing of all complaints during the warranty period with no additional charges.
13. The site inspection phase will be checked as per the performa attached as Annexure N.
14. Bidder shall arrange for sound packing and marking at his own cost during transit to avoid any loss.
15. All preventive and corrective maintenance of the machines inclusive of supply of spares and consumables parts shall be the responsibility of the bidder.
16. Supplier will depute a representative at our Head Office/Area Office to pursue the repair & maintenance issues/complaints on daily basis with proper logging system within specified response time. Accommodation in this regard will be provided by SNDB and PC extra will be provided by successful bidder.
17. Service Provider will ensure to resolve away issues related to UPS in the Branch within 12 Hours for Big Cities Branches and 24 hours for remote area branches after receiving complaints from Head

Office/Branches. Any delay will result in fine of Rs.500/- per day per branches which will be deducted from the bill.

18. In case, the performance of UPS is found to be unsatisfactory or is found to be in state of beyond repair, the bidder will be responsible for providing suitable replacement of the UPS within span of 48 hours of lodging of the complaint.

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

\_\_\_\_\_

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

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

## **5 Contract**

### **5.1 Conditions of Contract**

#### **5.1.1 Definitions**

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

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

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

#### **5.1.2 Law Governing Contract**

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

#### **5.1.3 Notice**

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



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

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

#### **5.1.4 Authorized Representative**

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

#### **5.1.5 Taxes and Duties**

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

#### **5.1.6 Effectiveness of Contract**

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

#### **5.1.7 Expiration of Contract**

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

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

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

#### **5.1.9 Force Majeure**

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

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

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

### **5.1.9.2 Extension of Time**

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

### **5.1.10 Termination**

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

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

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

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

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

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

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

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

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

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

#### **5.1.11 Good Faith**

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

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

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

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

##### **5.1.12.2 Arbitration**

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

#### **5.1.13 Data Ownership**

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

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

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

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

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

##### **5.1.14.2 Confidentiality**

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

## **5.2 Special Conditions of Contract**

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. On completion of a quarter, 25% of total contract amount will be paid, *on* submission of invoice & FSR from respective branches.

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.

## 6. BID FORM

## Annexure A

### FORM OF BID

Tender Reference No.....

Dated: \_\_\_\_\_, 2018

To,

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

Gentleman,

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

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

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

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

\_\_\_\_\_.

If our Bid is accepted, we will obtain the Bank Guarantee/Pay order in a sum equivalent to ten percent (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:

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

Name & Address of Bidder in Block Capital

\_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_

*[Signature]*

*[In the Capacity of]*

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

**Witness;**

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

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

**Address:**-----

-----

**Occupation:**-----

## **Annexure “B”**

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

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto Sindh Bank (hereinafter called “the Purchaser”) in the sum of Rupees \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2018.

THE CONDITIONS of this obligation are:

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

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

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

*[Signature and Seal of the Bank]*

## **Annexure “C”**

### **8. PERFORMANCE SECURITY FORM**

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 2018 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 \_\_\_\_\_ 2018.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**



## Annexure “D”

### 9. INTEGRITY PACT

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

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

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

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

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

#### For and On Behalf Of

\_\_\_\_\_

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

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

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

## **Annexure “E”**

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

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

## **Annexure “F”**

### **11. FORM OF CONTRACT (Non-Disclosure Agreement)**

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

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

1. The Effective Date of this Agreement is \_\_\_\_\_ 2018.
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 service contract is made between \_\_\_\_\_ hereinafter referred to as **Service Provider** and **M/s. Sindh Bank Ltd**, Head office, federation house Abdullah Shah Ghazi Road, Clifton Karachi Hereinafter referred to as “PARTY” for the maintenance of generating set.

A Service Contract Financial Proposal of UPS is mentioned in “Annexure A” for mutually agreed dates.

Salient Feature of UPS Contract are:

|                     |   |
|---------------------|---|
| Period              | 12 months   |
| SOW                 | Maintenance of all UPS of all branches, throughout the country  |
| UPS Type            | On Line, pure sine waves and line interactive   |
| Battery Bank        | Extended for Long duration, Maintenance free, dry, VRLA, gel  |
| Capacity            | 3KVA to 6 KVA   |
| Quantity            | Approximate 87 sites  |
| Age                 | Approximate one to four years old   |
| Response time       | Within two to three hours in big cities and within 24 hours in remote areas. In case of delay in attending complaint, a penalty of Rs.3,000/- per day will be imposed |
| Back up             | If problem lasted over 24 hours, backup UPS will be provided, free of cost  |
| Complain Attendance | Monday to Saturday & In emergency on Sunday/Holiday   |
| Complaint Type      | All, including cards, circuit, inverter, charger etc., including all type of parts, except batteries  |
| Repair Maintenance  | On call basis only  |
| Complaint           | By Head Office or branches on phone or Email  |
| Payments            | On completion of a quarter, 25% of total contract amount will be paid, on submission of invoice & Field Service Report(FSR) from respective branches.                 |

**SPECIAL WORK / REPAIRS:**

All consumables, spare parts, cables, labour and lifting arrangements will be provided by M/s. \_\_\_\_\_ and additional charges for this type of job shall be chargeable to **PARTY** and a separate quotation will be submitted accordingly as per nature of job.

**FAULT INTIMATION FOR EMERGENCY CALLS:**

Report with regard to any failure/fault that occurs in any area of UPS shall be communicated to immediately on telephone first and then written report as per “Fault Intimation Report” through email or fax with complete description of the fault will be forwarded (however, our service team will be \_\_\_\_\_ activated on telephonic

complaint). This is required to fulfil our official formality and will certainly help us to depute suitable engineers/technicians for early rectification of the job.

**LOCAL REPAIRS/MACHINING/CONSUMABLE MATERIAL:**

All charges for repairs, machining, and expenses carried out through market sources will be paid by **PARTY**.

The materiel required for service and maintenance of the UPS shall be at the cost of the contractor. The Contractor shall provide a list of spare parts to be kept in stock within seven days (local or imported) from taking over the maintenance contract of UPS. Will also ensure that the spare part etc. is replaced only when it is considered essential. Since these are imported items, maximum care should be taken to repair the old parts for its re-use. New parts should only be substituted when the old parts cannot be satisfactorily repaired. All old damaged and replaced spares will be returned back to PIC, store and receive the N.O.C. for further payment

**PARTS:**

Parts required to be replaced will be on Supplier account.

**LIMITATIONS:**

\_\_\_\_\_ shall not be responsible for breakdowns of the UPS resulting from:

- Damage caused by any tampering to the set by any person other than the personnel of “\_\_\_”.
- Damage caused by riot and strike, explosion or any other natural acts.
- Damage caused by use of consumables spare parts or any other material other that provided by
- “\_\_\_” shall not be responsible for loss from failure of the set to operate for any period of time or any other direct/indirect consequential business loss.

The \_\_\_\_\_ shall ensure that the UPS will operate satisfactorily throughout the contract period generally in accordance with the specifications of the UPS as laid down by the manufacturer. In case of any part or parts of the UPS, are damaged or destroyed as a result of negligence on the part of the contractor his agent or employees, the contractor shall be liable to pay for rectification and making good of all such damages of loses

**VISIT DAY:**

The date of the visit of service engineers to the site shall be as per mutual agreement of both the parties during normal working days and hours.

After receiving the emergency call on any day, the \_\_\_\_\_ will attend the problem within 2 hours in urban areas & 24 hours in rural areas as depending upon the distance and situation.

**FORCE MAJEURE:**

Offer is subject to usual force majeure clause.

**Terms & Conditions:**

This Agreement shall be effective from \_\_\_\_\_ and shall remain in force ONE Year from the effective date as mentioned above. Contract agreement will be further extended / renewed upto 3 years on mutual understanding on same terms and conditions.

The list of Branches of the Bank mentioned in Annexure – J is of the branches. The \_\_\_\_\_ shall provide Services for branches that may be subsequently opened by the Bank during the tenure of the Agreement; the names and locations of which shall be notified to the \_\_\_\_\_ from time

All terms and conditions of the tender document will remain part of this agreement.

A fine of Rs 500/- per day will be fined in case of failure to address the UPS issue after 10 days of the issuance of the contract/letter award.

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 UPSs even after a lapse of 15 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.

Supplier agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the 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.

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.



**Payment Schedule:**

100 % of the total amount for the Maintenance of UPSs will be paid within one month of invoice submission along with filled performa attached as Annexure K by the supplier.

**Performance Guarantee:**

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

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.

**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.

**SPECIMEN**

**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 the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

If issued with two warning letters/email for unsatisfactory current performance by the bank to the bidder.

**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.

**CONFIDENTIALITY**

- i. **Confidential Information.** For the purposes of the Agreement, the term "Confidential Information" shall mean any information comes in possession of BIDDER NAME and its personnel during normal course of business / Services shall be the property of the SNDB at all times and / or any of the SNDB's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by BIDDER NAME.
- ii. BIDDER NAME acknowledges that SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, BIDDER NAME shall not disclose any data, information or other affairs of SNDB's customers which may come to the knowledge of BIDDER NAME in providing the above services. BIDDER NAME undertakes to obtain from its employees involved in the Services written undertakings to maintain the confidentiality obligations of BIDDER NAME under this Agreement.
- iii. In the event of breach of aforesaid clauses, BIDDER NAME shall be liable to pay damages to the SNDB hereby indemnifies SNDB against any loss arising out of any breach of this clause by the SNDB.
- iv. This clause shall survive termination of the Agreement.
- v. For the purpose of clarity, such information does not need confidentially if the same
  - a. Has been lawfully obtained by the BIDDER NAME, free of any duty of confidentiality, other than directly or indirectly from disclosing party.
  - b. Was already in the TCS's possession other than as a result of a breach of this clause 7.
  - c. Is in the public domain other than as a result of a breach of this clause 7.
  - d. Is necessary disclosed pursuant to a statutory and legal obligation or the order of any court of competent jurisdiction or official body including SBP having authority to require disclose.

**Confidentiality:**

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

**INDEMNIFICATION.**

- i. Bidder Name (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnitied") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or

resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

ii This Article shall survive termination of this Agreement.

ACCESS TO REGULATOR.

# SPECIMEN

Bidder Name and SNDB agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the Supply & Installation of \_\_\_\_\_ and right to conduct on – site inspection, If required.

**Support Escalation Matrix:**

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

|   |   |  |
|---|---|--|
| LEVEL-1   | Name/Designation<br>(support staff)               |  |
| First complain if the call is not resolved "within specified response time"<br>(05 days)  | Landline Phone                                    |  |
|   | Email   |  |
|   | Cell  |  |
| LEVEL-2   | Name/Designation<br>(Regional<br>Head/Manager/GM) |  |
| Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1<br>(10 days) | Landline Phone                                    |  |
|   | Email   |  |
|   | Cell  |  |
| LEVEL-3   | Name/Designation<br>(CEO of the firm)             |  |
| Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2                | Landline Phone                                    |  |
|   | Email   |  |
|   | Cell  |  |
| Note: Ensure that no column above is left blank   |   |  |

**SPECIMEN**

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

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

**Witness:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Name \_\_\_\_\_

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

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Stamp

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

Signature \_\_\_\_\_

Name

Name

Designation

Designation

Company Name **Sindh Bank Limited**

Company Name **Sindh Bank Limited**

Address **Federation House, Sindh Bank  
Ltd. Head Office, Karachi**

Address **Federation House, Sindh Bank  
Ltd. Head Office Karachi**

Stamp

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURE “I”**

**13. UNDERTAKING/AFFIDAVIT**

To be typed on Rs.100/- Stamp Paper

ANNEXURE I

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

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

1. That I am deponent of this affidavit / undertaking and proprietor / Representative of \_\_\_\_\_, hence, fully conversant with the facts of the same.
2. That the above named firm has not been adjudged an insolvent from any Court of law.
3. That no execution of decree or order of any Court remains unsatisfied against the firm.
4. That the above named firm has not been compounded with the creditors.
5. That my/our firm has not been convicted of a financial crime.
6. That whatever stated above is true and correct as to the best of my knowledge and belief.

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

**DEPONENT**  
(PROPRIETOR / REPRESENTATIVE)

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**

**14. List of Branches**

**ANNEXURE “J”**

|    |                    |  |
|----|--------------------|--|
| 1  | <b><u>0124</u></b> | <b>BADAH BRANCH</b>  |
|    |                    | Juryan No.87, Main Badah Road, Badah,<br>Tehsil Dokri, District Larkana                                    |
| -  | -                  | -  |
| 2  | <b><u>0409</u></b> | <b>BADIN BRANCH</b>  |
|    |                    | Plot / Survey No.157, Main Bus Stop,<br>Hyderabad Badin Road, Badin  |
| -  | -                  | -  |
| 3  | <b><u>4091</u></b> | <b>BAWANI SUGAR MILLS – SUB-BRANCH</b>   |
|    |                    | Ahmed Nagar, Talhar Distt.<br>Badin  |
| -  | -                  | -  |
| 4  | <b><u>0423</u></b> | <b>BHAN SAEEDABAD BRANCH</b>   |
|    |                    | Jaryan No.698, Main Bhan Saeedabad Road,<br>District Jamshoro  |
| -  | -                  | -  |
| 5  | <b><u>0435</u></b> | <b>BERANI BRANCH</b>   |
|    |                    | Survey No.45(1-2-3) & 46, Deh Berani,<br>Taluka Jam Nawaz Ali<br>District Sanghar                          |
| -  | -                  | -  |
| 6  | <b><u>0441</u></b> | <b>BANDHI DISTT. SHAHEED BENAZIRABAD BRANCH</b>  |
|    |                    | Plot No.13 & 14 Farooque Town Bandhi,<br>Deh 64, Nasrat Bandhi, Taluka Daur,<br>Distt. Shaheed Benazirabad |
| -  | -                  | -  |
| 7  | <b><u>0427</u></b> | <b>CITIZEN COLONY, HYDERABAD BRANCH</b>  |
|    |                    | Shop No.3-7, Royal City Project,<br>Citizen Colony, Jamshoro Road, Hyderabad                               |
| -  | -                  | -  |
| 8  | <b><u>0439</u></b> | <b>CHACHRO DISTT. THARPARKAR</b>   |
|    |                    | Shop Constructed on Jaryan No.285,<br>Chachro, District Tharparkar   |
| -  | -                  | -  |
| 9  | <b><u>0106</u></b> | <b>DADU BRANCH</b>   |
|    |                    | Plot No.54, RS No.987, Opposite Degree College,<br>Dadu City, District Dadu                                |
| -  | -                  | -  |
| 10 | <b><u>1061</u></b> | <b>DADU SUGAR MILLS – SUB BRANCH</b>   |

|           |                    |  |
|-----------|--------------------|--|
|           |                    | Pyaro Goth, Distt. Dadu  |
| <b>11</b> | <b><u>0115</u></b> | <b>DAHARKI BRANCH</b>  |
|           |                    | Survey No.446, Main Daharki Road,<br>Taluka Daharki, District Ghotki   |
| <b>12</b> | <b><u>0428</u></b> | <b>DIGRI BRANCH</b>  |
|           |                    | Plot No. 118, Deh, 178,<br>Mirwah Road,<br>Digri   |
| <b>13</b> | <b><u>0137</u></b> | <b>DOEKRI, DISTT. LARKANA BRANCH</b>   |
|           |                    | Shop No.3&4 Dokro<br>Moen-Jo-Daro Road, Dokeri   |
| <b>14</b> | <b><u>0121</u></b> | <b>GAMBAT BRANCH</b>   |
|           |                    | Plot No.2153-A, Near Sui Gas Office, Main Gambat Road,<br>District Khairpur                                      |
| <b>15</b> | <b><u>0429</u></b> | <b>GHARO BRANCH</b>  |
|           |                    | Jaryan No.197, Main National Highway Road,<br>Taluka Ghara, District Thatta                                      |
| <b>16</b> | <b><u>0110</u></b> | <b>GHOTKI BRANCH</b>   |
|           |                    | Plot/City Survey No.890, Ward-B,<br>Main Deviri Sahib Road, Ghotki   |
| <b>17</b> | <b><u>0128</u></b> | <b>GHOUSPUR BRANCH</b>   |
|           |                    | Shop No.1 & 2, Shahi Bazar,<br>Near Shah Hussain Masjid Ghouspur,<br>Taluka Kandhkot, District Kashmore-Kandhkot |
| <b>18</b> | <b><u>0432</u></b> | <b>GHARI KHATA BRANCH</b>  |
|           |                    | Shop No.CSF/C/1075,20,<br>Qazi Qayoom Road,<br>Hyderabad   |
| <b>19</b> | <b><u>0142</u></b> | <b>GARHI YASIN, DISTRICT SHIKARPUR</b>   |
|           |                    | City Survey No.148, Main Bazar<br>Garhi Yasin , District Shikarpur   |
| <b>20</b> | <b><u>0402</u></b> | <b>HALA BRANCH</b>   |
|           |                    | Survey No. 1397/88, Ward B, Gulshan Fahim Colony,  |



|    |                    |   |
|----|--------------------|---|
|    |                    | Hala, District Matiari  |
| 21 | <b><u>0401</u></b> | <b>SADDAR HYDERABAD BRANCH</b><br>Property No.91/3-4, Main Saddar Cantt,<br>Hyderabad   |
| 22 | <b><u>0430</u></b> | <b>ISLAMKOT BRANCH</b><br>Plot No.17, 18 & 20, Near Jamia Masjid<br>Taluka Islamkot, District Tharparkar                                      |
| 23 | <b><u>0119</u></b> | <b>JACOBABAD BRANCH</b><br>Property No.232, Ward-6,<br>Main Quetta Road, Jacobabad.   |
| 24 | <b><u>0431</u></b> | <b>JAMSHORO BRANCH</b><br>Plot No.A-133, Sindh University Employees Co-operative<br>Housing Society, Phase-I, Taluka Kotri, District Jamshoro |
| 25 | <b><u>0433</u></b> | <b>JOURNALIST SOCIETY BRANCH</b><br>Plot No.9, Journalist Co-operative Housing Society,<br>Near Center Jail, Hyderabad                        |
| 26 | <b><u>0440</u></b> | <b>JATI DISTT. SUJAWAL BRANCH</b><br>Revenue No.789/766,<br>Memon Shopping Mall Jati District Sujawal   |
| 27 | <b><u>0442</u></b> | <b>JHUDO DISTT. MIRPURKHAS</b><br>Shop on Plot No.96,<br>Qureshi & Qasia Mohallah Katchi Abadi, Jhudo   |
| 28 | <b><u>0136</u></b> | <b>KHANPUR MAHAR, DISTT. GHOTKI BRANCH</b><br>Plot No.115-II, Khanpur Mahar,<br>Taluka Khan Gharh, District Ghotki                            |
| 29 | <b><u>0104</u></b> | <b>KANDHKOT BRANCH</b><br>S.No.167, opposite Shams petroleum Services<br>Deh Akhero Kandhkot<br>District Kashmore Kandhkot                    |
| 30 | <b><u>0129</u></b> | <b>KANDIARO BRANCH</b><br>Jaryan No.1588, Opposite Zarai Taraqati Bank Ltd.<br>Hospital Road, Taluka Kandiari, District Naushero Feroze       |

|    |             |   |
|----|-------------|---|
| 31 | <b>0118</b> | <b>KASHMORE BRANCH</b>  |
|    |             | Jaryan No.874, Main Kashmore Kandhkot Road,<br>Kashmore District Kandhkot.                          |
| 32 | <b>0102</b> | <b>KHAIRPUR BRANCH</b>  |
|    |             | Ground Floor, Syed Ramzan Ali Shah<br>Trade Centre, Khairpurmirs                                    |
| 33 | <b>0126</b> | <b>KHAIRPUR NATHAN SHAH BRANCH</b>  |
|    |             | Shop No.C/407-A,<br>Taluka Khairpur Nathan Shah, District Dadu                                      |
| 34 | <b>4092</b> | <b>KHOSKI SUGAR MILLS – SUB BRANCH</b>  |
|    |             | Khoski Sugar Mills Ltd. Khoski,<br>District Badin   |
| 35 | <b>0403</b> | <b>KOTRI BRANCH</b>   |
|    |             | City Survey No.290, Ward-A,<br>Shop No.8-10, Plot No.1, River Point Kotri, District Jamshoro        |
| 36 | <b>0417</b> | <b>KUNRI BRANCH</b>   |
|    |             | Plot No. 10, Survey No.263/4,<br>Block-6 Deh Garaho, Main Station Road,<br>Kunri, District Umerkot. |
| 37 | <b>0434</b> | <b>KHIPRO BRANCH</b>  |
|    |             | Plot No.Z-437, Khipro Town, Main Sanghar Khipro Road,<br>Taluka Khipro,<br>District Sanghar         |
| 38 | <b>0138</b> | <b>KOT BANGLOW DISTT. KHAIRPUR</b>  |
|    |             | City Survey No.388, Deh Tando Shah,<br>Tapo Kotdiji Distt Khairpur                                  |
| 39 | <b>0107</b> | <b>LARKANA BRANCH</b>   |
|    |             | Ground Floor, City Survey No. 799,<br>Raza Shah Mohalla, VIP Road, Larkana                          |
| 40 | <b>0418</b> | <b>LATIFABAD HYDERABAD BRANCH</b>   |
|    |             | Plot No. 06, Block-D, Unit No. VII,<br>Latifabad, Hyderabad   |
| 41 | <b>0426</b> | <b>MARKET AREA, HYDERABAD BRANCH</b>  |
|    |             | Shop No.A/1194, Ward-A,   |

|    |                    |   |
|----|--------------------|---|
|    |                    | Market Road, Hyderabad                    |
| 42 | <b><u>0415</u></b> | <b>MATIARI BRANCH</b>                     |
|    |                    | Plot # 125, Situated Ward-A Town          |
|    |                    | Opposite NADRA Office,                    |
|    |                    | Matiari                                   |
| 43 | <b><u>0122</u></b> | <b>MEHAR BRANCH</b>                       |
|    |                    | Shop No.1086, Ward-A, Mehar,              |
|    |                    | District Dadu                             |
| 44 | <b><u>0127</u></b> | <b>MILITARY ROAD SUKKUR BRANCH</b>        |
|    |                    | Survey No.717,                            |
|    |                    | Main Military Road, Sukkur                |
| 45 | <b><u>0116</u></b> | <b>MIRPUR MATHELO BRANCH</b>              |
|    |                    | Plot No.24(2-01) Deh, Tapo Mirpur,        |
|    |                    | Main Mirpur Mathelo Road, District Ghotki |
| 46 | <b><u>0404</u></b> | <b>MIRPURKHAS BRANCH</b>                  |
|    |                    | Plot No. RCN-18, Survey No.864/6,         |
|    |                    | Main Umerkot Road, Mirpurkhas             |
| 47 | <b><u>0410</u></b> | <b>MITHI BRANCH</b>                       |
|    |                    | Plot/Jaryan No.50, Opposite Hyderi Hotel, |
|    |                    | Mithi                                     |
| 48 | <b><u>0421</u></b> | <b>MORO BRANCH</b>                        |
|    |                    | Plot No.14, Main Road Moro,               |
|    |                    | District Noshero Feroze                   |
| 49 | <b><u>0132</u></b> | <b>MEHRABPUR BRANCH</b>                   |
|    |                    | PTD No.III-A-43, Ward-16,                 |
|    |                    | Thari Road, Mehrabpur,                    |
|    |                    | Taluka Mehrabpur, District Naushahrofroze |
| 50 | <b><u>0437</u></b> | <b>MATLI DISTRICT BADIN</b>               |
|    |                    | Plot No.381/1, Unit-II, Category II,      |
|    |                    | Noor Hamd Nodakari Colony,                |
|    |                    | Taluka Matli, District Badin              |
| 51 | <b><u>0438</u></b> | <b>MIRPUR BATHORO</b>                     |
|    |                    | Survey No.381/A, Ward-A,                  |
|    |                    | Main Road Sujawal to Mirpur Bathoro,      |

|    |             |   |
|----|-------------|---|
|    |             | Taluka Mirpur Bathoro, District Sujawal             |
| 52 | <b>0140</b> | <b>MUHALLA LUQMAN, KHAIRPUR</b>                     |
|    |             | Plot No.7,8,9,10,33,34,35 & 36 CS Nos.169,170 & 171 |
|    |             | Arisha Colony Opp. Mill Colony                      |
|    |             | Ciivil Hospital Road, Distt. Khairpur.              |
| 53 | <b>0141</b> | <b>MIROKHAN, DISTT. QAMBER SHAHDADKOT</b>           |
|    |             | Jiryana No.105, Deh Shah Ali Tunia,                 |
|    |             | Tappo & Taluka Mero Khan,                           |
|    |             | District Qamber Shahdadkot                          |
| 54 | <b>0101</b> | <b>NAUDERO BRANCH</b>                               |
|    |             | Naudero Sugar Mills, Main Larkana Road,             |
|    |             | District Larkana                                    |
| 55 | <b>0105</b> | <b>NAUSHAHRO FEROZ BRANCH</b>                       |
|    |             | Property Jaryana No. 185/28-5-2005,                 |
|    |             | Deh Survey No.137, Main Naushahro Feroz Road        |
|    |             | Opposite National Savings Centre Taluka             |
|    |             | Naushahro Feroz                                     |
| 56 | <b>0134</b> | <b>NASIRABAD BRANCH</b>                             |
|    |             | Shop No.1-8, Madina Shopping Center,                |
|    |             | Mohallah Kathia Bazar, Badah Road,                  |
|    |             | Nasirabad, District Kambar Shahdadkot               |
| 57 | <b>0103</b> | <b>PANO AQIL BRANCH</b>                             |
|    |             | Property Survey No.436, Main Pano Aqil Sukkur Road, |
|    |             | Taluka Pano Aqil, District Sukkur.                  |
| 58 | <b>0125</b> | <b>PIR JO GOTH BRANCH</b>                           |
|    |             | Shop No.2180, Anaj Mandi,                           |
|    |             | Pir Jo Goth, Taluka Kingri, District Khairpur       |
| 59 | <b>0123</b> | <b>QAMBAR BRANCH</b>                                |
|    |             | City Survey No.121 & 122, Ward-B,                   |
|    |             | Near Shahi Bazar Station Road,                      |
|    |             | Qambar, Shahdadkot                                  |
| 60 | <b>0405</b> | <b>QASIMABAD, HYDERABAD BRANCH</b>                  |
|    |             | Plot No.11, Rs No.274/1, Faraz Villas,              |
|    |             | Qasimabad, Hyderabad                                |

|    |                    |   |
|----|--------------------|---|
| 61 | <b><u>0130</u></b> | <b>QAZI AHMED BRANCH</b>                          |
|    |                    | Survey No.313, Main Qazi Ahmed Road,              |
|    |                    | Taluka Qazi Ahmed, District Shaheed Benazirabad   |
| 62 | <b><u>0111</u></b> | <b>RATODERO BRANCH</b>                            |
|    |                    | City Survey No.795/5, Ward B,                     |
|    |                    | Ratodero Bus Stand, Ratodero                      |
|    |                    | Larkana   |
| 63 | <b><u>0120</u></b> | <b>ROHRI BRANCH</b>                               |
|    |                    | City Survey No.2181/9, Ward-B,                    |
|    |                    | Mohallah Kot Janullah Shah,                       |
|    |                    | G.T. Road, Rohri, District Sukkur                 |
| 64 | <b><u>0425</u></b> | <b>SAEEDABAD BRANCH</b>                           |
|    |                    | Shop No.53/2-36, Main Saeedabad Road,             |
|    |                    | Taluka Saeedabad, District Matiari                |
| 65 | <b><u>0424</u></b> | <b>SAKRAND BRANCH</b>                             |
|    |                    | Shop No.355/1-4, 356, 357, 367,                   |
|    |                    | Main Sakrand Road, Taluka Sakrand,                |
|    |                    | District Shaheed Benazirabad                      |
| 66 | <b><u>0413</u></b> | <b>SANGHAR BRANCH</b>                             |
|    |                    | Plot No.A-B, City Survey No.124/A-B               |
|    |                    | Cooperative Housing Society, Sanghar              |
| 67 | <b><u>0422</u></b> | <b>SAJAWAL BRANCH</b>                             |
|    |                    | Plot No.CS-239/2 & 239/3, Mohalla Ward, Near UBL, |
|    |                    | Sajawal, District Thatta                          |
| 68 | <b><u>0109</u></b> | <b>SEHWAN BRANCH</b>                              |
|    |                    | Plot No./Survey No.20/49/1951,                    |
|    |                    | Alam Channa Mohalla, Sehwan, District Jamshoro    |
| 69 | <b><u>0113</u></b> | <b>SHAH DADKOT BRANCH</b>                         |
|    |                    | Building Survey No.652, Ward C,                   |
|    |                    | Main Kotoo Motoo Chowk, Shahdadkot                |
| 70 | <b><u>0114</u></b> | <b>SHIKARPUR BRANCH</b>                           |
|    |                    | Survey No.34/3, Ward No.23, Station Road,         |
|    |                    | opposite Library, Shikarpur                       |

|    |                    |  |
|----|--------------------|--|
| 71 | <b><u>0108</u></b> | <b>SUKKUR BRANCH</b>   |
|    |                    | Plot No. C-550/17, Shalimar, Minara Road,<br>Sukkur  |
| 72 | <b><u>0416</u></b> | <b>SHAHDADPUR BRANCH</b>   |
|    |                    | City Survey No.543, 548 Muhaga Land<br>Station Road, Shahdadpur<br>District Sanghar                      |
| 73 | <b><u>0411</u></b> | <b>SHAHEED BENAZIRABAD BRANCH</b>  |
|    |                    | Plot No.2481/13, VIP Road, near Doctor's Colony,<br>Nawabshah, District Shaheed Benazirabad              |
| 74 | <b><u>1141</u></b> | <b>SHIKARPUR RICE MILLS – SUB BRANCH</b>   |
|    |                    | Shikarpur Rice Mills, Main Jacobabad Road,<br>Village Lodhra, District Shikarpur                         |
| 75 | <b><u>0436</u></b> | <b>SULTANABAD BRANCH</b>   |
|    |                    | Sabzi Mandi, Sultanabad,<br>Deh Salki Tapo Kamaro,<br>Taluka & District Tando Allahyar                   |
| 76 | <b><u>0135</u></b> | <b>STATION ROAD LARKANA BRANCH</b>   |
|    |                    | Plot No.03, Near Al-Abbas Chowk,<br>Station Road, Larkana  |
| 77 | <b><u>0143</u></b> | <b>SALEHPAT DISTT. SUKKUR BRANCH</b>   |
|    |                    | Shop No.1,2,3 & 4 Plot No.135 to 156<br>Deh Chak No.5, Salehpat, Distt. Sukkur                           |
| 78 | <b><u>0406</u></b> | <b>TANDO ADAM BRANCH</b>   |
|    |                    | Shop No.1,2,3, Prime Tower, Hogani Colony,<br>Hyderabad Road, Tando Adam, District Sanghar               |
| 79 | <b><u>0407</u></b> | <b>TANDO ALLAHYAR BRANCH</b>   |
|    |                    | Plot No.4-4A & 5, Survey No.272/1, Al Habib Plaza,<br>Main Tando Allahyar Hyderabad Road, Tando Allahyar |
| 80 | <b><u>0408</u></b> | <b>TANDO MUHAMMAD KHAN BRANCH</b>  |
|    |                    | Plot. Survey No.34, Jaryan No.13/10-7-08,<br>Tando Muhammad Khan   |
| 81 | <b><u>0412</u></b> | <b>THATTA BRANCH</b>   |
|    |                    | Survey No.115, near Badshahi Masjid,   |

|           |                    |  |
|-----------|--------------------|--|
|           |                    | Thatta Sijawal Road, Thatta  |
| <b>82</b> | <b><u>0117</u></b> | <b>THUL BRANCH</b>   |
|           |                    | Property No.484, Kandhkot Road,<br>Thul, District Jacobabad  |
| <b>83</b> | <b><u>4121</u></b> | <b>THATTA CEMENT – SUB-BRANCH</b>  |
|           |                    | Thatta Cement Company Limited,<br>Makli Ghulamullah Road, Thatta   |
| <b>84</b> | <b><u>4071</u></b> | <b>TANDO ALLAHYAR SUGAR MILLS – SUB BRANCH</b>   |
|           |                    | Tando Allahyar Sugar Mills, Deh Kanidar,<br>UC Sanjar Chang, Taluke Chamber,<br>District Tando Allahyar. |
| <b>85</b> | <b><u>0139</u></b> | <b>THARI MIRWAH, DISTT. KHAIRPUR</b>   |
|           |                    | Near Police Station Thari Mirwah,<br>Taluka Mirwah Distt. Khairpur.                                      |
| <b>86</b> | <b><u>0419</u></b> | <b>UMERKOT BRANCH</b>  |
|           |                    | Plot No.52, Survey No.111, Umerkot Nagori Society,<br>Tehsil & District Umerkot                          |
| <b>87</b> | <b><u>0131</u></b> | <b>UBARO BRANCH</b>  |
|           |                    | Survey No.714 & 722, Main Ubaro Road,<br>Taluka Ubaro, District Ghotki                                   |

## ANNEXURE “K”

### **Mandatory Performa**

(To be filled by Procurement Committee of the Bank)

S.No: \_\_\_\_\_

Bidder: \_\_\_\_\_

| S.No | Description   | Remarks -Complied with or not |
|------|---|-------------------------------|
| 01   | Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.   |                               |
| 02   | 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. |                               |
| 03   | The bidders are required to submit bids only in prescribed financial proforma given in Tender Document  |                               |
| 04   | Attachment of Annexure “A” Financial Proposal & Annexure “B”, if Bank Guarantee is going to be submitted as Bid Security.   |                               |
| 05   | 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  |                               |
| 06   | Office in Interior Sindh  |                               |

**Members - Procurement Committee**

**Signature**

1 HEAD OF ADMIN

\_\_\_\_\_

2 CHIEF FINANCIAL OFFICER

\_\_\_\_\_

3 CHIEF MANAGER, IDBL

\_\_\_\_\_



## ANNEXURE “L”

### Disqualification Performa

(To be filled by Procurement Committee of the Bank)

S.No: \_\_\_\_\_

Bidder: \_\_\_\_\_

| S.No   | Description  | Remarks/Evidence attached | Qualified | Disqualified |
|--|--|---------------------------|-----------|--------------|
| 01   | History of Blacklisted by SPPRA & Sindh Bank Ltd in the past.  |                           |           |              |
| 02   | Issued with two (2) warning letters/emails by the Sindh Bank Ltd in past to the bidder for unsatisfactory performance. |                           |           |              |
| 03   | The company is registered with GST/Income Tax/Sindh Revenue Board.   |                           |           |              |
| 04   | Alternate Bid is offered.  |                           |           |              |
| 05   | Document attached for confirmation of warranty period of one year.   |                           |           |              |
| 06   | History of Premature cancellation of tender in the past with Sindh Bank Ltd.   |                           |           |              |
| <b>OVERALL ASSESSED : QUALIFIED / DISQUALIFIED</b> |  |                           |           |              |

**Members - Procurement Committee**

**Signature**

1 HEAD OF ADMIN

\_\_\_\_\_

2 CHIEF FINANCIAL OFFICER

\_\_\_\_\_

3 CHIEF MANAGER, IDBL

\_\_\_\_\_

## ANNEXURE “N”

### VISIT REPORT

|   |  |
|---|--|
| <b>Date of Visit</b>  |  |
| <b>Bank Officer’s Name</b><br><b>Designation</b><br><b>Department</b> |  |

|   |  |
|---|--|
| <b>Name of Business /Shop</b>   |  |
| <b>Owner’s Name &amp; Designation</b>   |  |
| <b>Business / Shop Address</b>  |  |
| <b>Business Status</b>  |  |
| <b>Nature / Details of Business</b>   |  |
| <b>Discussion Held With</b><br>(Name and status of the customer’s Representative) |  |
| <b>Detail of Discussion</b>   |  |

|                                       |  |
|---------------------------------------|--|
| <b>General Observation</b>            |  |
| <b>Assessment of visiting officer</b> |  |

It is confirmed that I have personally met with the person named above at the above mentioned meeting location. Further it has been observed that the above customer is running the business as specified in this call / visit report.

**Overall Report: Qualified / Disqualified**

**Visited By:** \_\_\_\_\_

**Names & Signatures-Inspection Committee:**

|   |        |             |
|---|--------|-------------|
| 1 | _____  | _____       |
|   | (Name) | (Signature) |
| 2 | _____  | _____       |
|   | (Name) | (Signature) |
| 3 | _____  | _____       |
|   | (Name) | (Signature) |