

SNDB/HO/ADMIN/TD/774/2017

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Sindh Bank Limited

Tender Document
HR Services
(For Providing Subordinate Staff)

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DEFINITIONS

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

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

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

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

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

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

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

“**Conflict of Interest**” means -

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government” means the Government of Sindh;

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

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

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

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

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

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

“SNDB” means the Sindh Bank Limited;

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

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

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

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

1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for providing subordinate staff such as Drivers, Tea Boys, Messengers, Riders, Call Centre Agents, Technicians, Electricians, etc. for its Head Office, 260 Branches in operation in country wide regions. Detail of the specifications of related services to be provided are given in the scope of work/technical specification in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2017) issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2017).

This TD includes the following Sections:

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

Proposals must be submitted in Drop Box at the below mentioned address;

Yours sincerely,

HUMAN RESOURCE DIVISION
SINDH BANK LIMITED
HEAD OFFICE
Basement-2, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2 INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

HUMAN RESOURCE DIVISION
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600
Tel: 021-35829320/403

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

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

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

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment.

2.4.5 Financial Proposal

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

2.4.6 Bid Currencies

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

2.4.7 Bid Security

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

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

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

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

The bid security shall be forfeited:

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

2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

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

2.5.2 Response Time

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

2.5.3 Extension of Time Period for Submission of Bids

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

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

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

1. SNDB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SNDB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]

3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SNDB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

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

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

It shall be mandatory for both, the complainant and the SNDB to appear before the Review Committee as and when called and produce documents, when so required. The Review Committee shall issue the notice of appearance to the Head of the Department for its service who shall ensure the attendance of the Head of SNDB along with relevant record. In case of failure of Head of SNDB to appear before Review Committee despite service, the Authority shall bring the matter to the notice of Chief Secretary. In case the complainant fails to appear twice, despite service the reference may be decided ex-parte. The Review Committee shall hear the parties and give its recommendations to the Authority within 10 days of submission of appeal

The decision of the Review Committee shall be final and the SNDB shall act upon such findings. After the decision has been issued, the complaint and the decision shall be hoisted by the Authority on its website

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 unless, SNDB may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.6.3 Preliminary Examination

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

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

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

2.6.4 Supplier Eligibility Criteria

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

2.6.5 Eligibility Criteria

SNDB shall evaluate proposals using the following eligibility criteria.

Sr. No.	Descriptions	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Attach evidence as
1	Firm's Status	20		10 years and above	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "A"
		10		7 years and above		
		5		5 years and above		
2	Banks on Clientele List for providing the same service	20		5 and above	List to be attached duly signed & stamped	Annexure "B"
		10		3 and above		
		5		1 and above		
3	Renowned Companies other than Banks on clientele list for providing the same service	20		25 and above	List to be attached duly signed & stamped	Annexure "C"
		10		15 and above		
		5		10 and above		
4	Number of outsourced staff on the payroll of the Company	20		5,000 and above	Attach relevant details	Annexure "D"
		10		3,000 and above		
		5		2,000 and above		
5	Average Yearly Turn Over in Last 3 Years	20		500 Million and above	Attach Audit Report / Tax Return	Annexure "E"
		10		300 Million and above		
		5		200 Million and above		
TOTAL MARKS		100		QUALIFIED / DISQUALIFIED		

ELIGIBILITY CRITERIA NOTE

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

MANDATORY

1. GST/Income Tax Registration/Registration With Sindh Revenue Board
2. Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.
3. Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. 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.
5. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
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.

DISQUALIFICATION

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

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

2.6.6 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 Signing of Contract

Within 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 agreement 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 Letter of Acceptance 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

Sindh Bank Limited (SNDB) requires proposal from well reputed companies for providing subordinate staff (approximately 400), as per following categories / requirement for its Head Office, 260 Branches already in operation in country wide regions for the year 2017-2018 as per the given detail below:-

- 1-Business Development Officer / Call Centre Agent.
- 2-Office Assistant / Telephone Operator
- 3-Rider / Driver/Dispatcher
- 4-Tea Boy / Messenger
- 5-Technician (Telephone, Network, AC & Electrician)

Contract agreement may be further extended / renewed upto 3 years on mutual understanding on same terms & conditions and rates.

Minimum salary of subordinate staff to be hired would be @ Rs 14,000/- per month.

In addition to the salary etc, the employees will be entitled to the following facilities:-

- 1- Life Insurance will be as per the policy of respective provinces, which is as under:

Punjab Rs.400,000/-
Sindh Rs.500,000/-
KPK Rs.300,000/-
Balochistan Rs.200,000/-

- 2- Group Health Insurance to the employees and their eligible dependents as under:-

Maximum Hospitalization Limit:	Rs.200,000/= per family in a policy year without any sub-limit for hospitalization.
Room / Bed Charges:	Not exceeding Rs.2,500/= per day
Maternity (Normal):	Rs.15,000/= including Room / Bed Charges (payable from hospitalization limit)
Maternity (Caesarean / Multiple Births / Forcep / Complicated)	Rs.25,000/= including Room / Bed Charges (payable from hospitalization limit)

BENEFITS TO BE COVERED:

- All inpatient (hospitalization) expenses:

Daily Room & Board Charges, Physicians / Surgeons Consultation Fees / charges, Surgical Operation Charges, Anesthetist's Fee, Operation Theatre Charges, Diagnostic Investigations, Blood & Oxygen supplies, in-patient medicines / dressings expenses, ICU / CCU charges, Organ Transplant, local ambulance services.

- Day Care Surgeries / Procedures & Specialized Investigations Outpatient Cover:

Lithotripsy, Endoscopy, Excision Biopsy, Gastroscopy, Partial Mastectomy, Tonsillectomy/Adenoidectomy, Veins / Varicose, Non-malignant tumour / abscess, cholecystectomy, herniography, appendectomy, cataract surgery, cardiac angiography, CTA cardiac angiography, MRI, CT Scan, Thallium Scan, Kidney Dialysis, Treatment of cancer (including chemotherapy with pre & post-hospitalization expenses of chemotherapy) upto full hospitalization limit. Treatment of Hepatitis B & C such as, interferon therapy, consultation & laboratory tests expenses) upto full hospitalization limit. Treatment of all injuries / fractures and lacerated wounds Accidental dental treatment.

- Pre-existing conditions (undisclosed) to be covered fully with full limits.

- No requirement to fill Health Declaration Form.

MATERNITY:

- Normal / Caesarean / Multiple Birth / Force / Complicated to be covered.
- Pre & Post Natal expenses are to be covered upto the maternity limit
- Coverage of congenital birth defects / illnesses for all under all the benefits.
- Newly born babies are to be covered from very 1st day of birth.
- Circumcision charges are to be covered upto the 10% or Rs.2,000/=
- No female employees having children to be covered under maternity benefit, if the names of their husbands are not included in the list.

PRE & POST HOSPITALIZATION EXPENSES

- Local ambulance service.
- Reimbursement of pre & post-hospitalization out-patient expenses, i.e. consultation charges, cost of prescribed medicines and diagnostic tests, before & after hospital confinement of 30 days.

ELIGIBILITY CRITERIA:

- Employees and spouses are to be covered upto 60 years of age with full insured limits.
- Children Coverage: Sons are to be covered upto 25 years of age & Daughter till Marriage.
- Maternity: To be covered upto 45 years of age.

NOTE:

Detail of deviation, if any, regarding prescribed Hospitalization / Room Rent limits, eligibility criteria, and other benefits including exclusion may be enclosed.

PRE BID MEETING:

In case of any clarification required regarding tender document, a prebid meeting can be held at Sindh Bank Limited Head Office 3rd floor, federation House Abdullah Shah Ghazi Road Karachi with prior notice for appointment.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2017-2018)

Name of Bidder _____

S.No	Tentative @ Staff Salary/Month	Tentative Total Staff	Projected Total Amount
01	Rs.14,000/-	400	Rs.5,600,000/-
02	Please quote your charges / commission in addition to the salaries, EOBI contribution, Social Security (where applicable) etc., which will be paid on actual by the Bank on per person basis as per Government policy		_____ % (Service Charges in %)
03	*GRAND TOTAL		

*The Grand Total amount will be taken as the financial bid offered by the bidder.

NOTE:

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement.
3. **Calculation of bid security.** 5% of the *(Grand Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
4. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
5. 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 working days) on SPPRA website.
6. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
7. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
8. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.

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

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SNDB

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

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

5.1.10.2 Termination by the Supplier

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

- a. If the SNDB fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.

- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

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

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

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

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

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

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

5.2.2 Payment

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

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

6. BID FORM

IT SHOULD BE SPECIFIC TO EACH CONTRACT AND WILL HAVE TO BE

TAILORED SEPARTELY FOR EACH TENDER DOCUMENT

Dated: _____, 2017

To,

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

Gentleman,

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

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

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

_____.

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

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

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

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

Name & Address of Agent

Amount and Currency

(If none, State none)

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

Dated this _____ day of _____ 2017.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”

7. BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the HR Services for providing Subordinate Staff etc.

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure “C”

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2017 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

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

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

This guarantee is valid until the _____ day of _____ 2017.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “D”

9. INTEGRITY PACT

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

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

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

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

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

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Annexure “E”

11. SCHEDULE OF OPENING AND SUBMISSION OF BID

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

Annexure “F”

12. Form of Contract

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

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

1. The Effective Date of this Agreement is _____ 2017.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

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

written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser’s Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

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

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure “G”

SERVICE AGREEMENT

This agreement is made in Karachi on the ___ day of _____ 2017 by and between:

Sindh Bank Limited, a Banking Company incorporated under the laws of Pakistan and having its Head Office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi Sindh Bank Limited (herein after referred to as “the Bank”) of the one part;

AND

_____ (_____) a company duly registered and existing under the laws of Pakistan having its principal office at _____ of the other part.

The Bank and _____ are hereinafter collectively referred to as the “Parties” and individually as a “Party”

Whereas:

- A. _____ represents that it is in the business of and has considerable expertise and experience in providing services, and executing the work of such nature, as is from time to time required by Banks and financial institutions.
- B. The Bank intends to outsource some of its Human Resource related services and has identified _____, a company engaged in providing such services. For the aforesaid purpose, the parties have entered into this Agreement for providing, as and when required, certain services and for matters related and incidental to the execution of such work /services are specified in Annexure A (hereinafter referred to as the “Services”) on the terms and conditions herein after contained :

Now therefore, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed as follows:

1. Scope

- 1.1 _____ hereby agrees and confirms that the _____ shall on a non-exclusive basis, provide the Services as and when required by the Bank and subject to the terms and conditions contained of this agreement.

All employees of the _____ to be sent to the Bank for execution of the services shall be subject to prior approval of the Bank. If for any reason the Bank does not approve any employee of the _____, the _____ shall immediately ensure that a replacement is sent to the Bank, ensuring that the operation of this agreement is not disrupted or delayed. As regard selection of employees, the decision of the Bank will be FINAL.

Employees of the _____ shall be engaged in the services during the Bank's normal working hours. However, if required, the Bank may require the _____ employee to work beyond normal working hours during the weekends and/or public holidays.

2. DURATION

This Agreement shall commence from the _____ and shall remain in force until _____ and may be renewed for further three years on same terms & conditions.

3. DUTIES OF _____

3.1 The _____ hereby covenants that if at any time during the continuance of this Agreement:

- a) _____ employee commits any act or makes any omission (whether or not in connection with the Services to be provided pursuant to this Agreement) which is contrary to the interests of the Bank; or
- b) A _____ Employee conducts himself in a manner prejudicial to the business of the Bank (whether or not in connection with the Services to be provided pursuant to this Agreement);

Then on notifying by the Bank, _____ shall withdraw such Employee from providing any further Services under this Agreement, and replace such Employee with an appropriate substitute acceptable to the Bank. Provided that this shall not in any way be construed as exercise of control or supervision of the _____ employee by the Bank, which shall at all cost be the sole responsibility of _____ and the Bank will not be obliged to compensate for removal or replacement of any _____ Employee.

3.2 It is expressly stated that during the tenure of this Agreement, all _____ Employees shall neither be employed by the Bank nor shall they individually and collectively represent themselves as being the employees of the Bank, nor shall be paid any salary or remuneration by the Bank.

3.3 _____ shall further ensure that:

- a) It employs such number of persons as may be required for carrying out and discharge of the _____ obligations, duties and responsibilities and for providing adequate, effective and efficient Services.
- b) _____ Employees utilized for the provision of the Services are suitably qualified and trained to perform the Services in complete

discharge of _____'s obligations and responsibilities under the terms of agreement;

- c) In the course of the performance of the Services, the _____ Employees will meet with all reasonable requirements as the _____ is bound to provide the services to the Bank as per the Agreement, subject to ultimate direction and control being retained by _____;
- d) Due and proper compliance is/will be made of all applicable laws including Labour Laws (“Labour Laws”) applicable to _____ and its employees. _____ shall discharge all financial and other obligations imposed under Labour Laws including but not limited to the Industrial Relations Act 2008, Provincial Employees Social Security Ordinance, 1965, the Employees Old Age Benefit Act, 1976, West Pakistan Industrial and Commercial Employment (Standing Orders) Ordinance, 1968, The Workers Children (Education) Ordinance, 1972, Form ‘C’ under the west Pakistan Shops & Establishment Ordinance, 1969 and registration and inspection of premises. The _____ shall regularly, periodically and whenever required by the Bank, provide proof of due performance and due discharge of _____'s obligations. The _____ hereby indemnifies the Bank against all claims of whatsoever nature in this regard.
- e) The Services are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care the jobs assigned to them.
- f) _____ and _____ Employees promptly notify the Bank of any matter coming to their knowledge which could have affect on the Services or the business or affairs of the Bank;

3.4 The _____ shall be exclusively responsible for paying the salary and other emoluments/benefits to which each _____ employee is entitled under his contract of employment with _____. For the sake of clarity, the Bank shall not be liable to any _____ Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other amount on any other account. The _____ shall exclusively deal with all claims made by or in respect of the _____ employees in this regard including but not limited to Employees Old Age Benefits and Social Security or any other payment under the labour Law applicable from time to time. It shall keep the Bank fully indemnified and harmless in this regard.

3.5 None of the _____ Employees shall be entitled to seek employment of the Sindh Bank Limited, merely on the ground that he/she had been engaged by _____ during the tenure of this Agreement or was utilized by _____ for the execution of service to the Sindh Bank Limited under this Agreement or any other Agreement, whatsoever.

4. DUTIES OF THE SINDH BANK LIMITED

- 4.1 Save as may otherwise be agreed in writing by the Parties hereto, the Bank shall provide _____ employees with such equipment and materials of whatsoever nature as are required and considered necessary, for the proper performance of services.
- 4.2 The Bank shall provide _____ with copies of any of its internal regulations required to be complied with by _____ and _____'s Employees during the performance of the services including, without limitation relating to the Bank's products, Code of Conduct, and security procedures. The Bank shall notify _____ of any changes to the same during the continuance of this Agreement.
- 4.3 The Bank shall provide the _____ Employees with such facilities at its premises as may in the Bank's opinion be reasonably required for the services.

5. PAYMENT FOR SERVICES

- 5.1 In consideration of the execution of the services under this Agreement by _____, the Bank has agreed to pay charges in accordance with clause 5.1(a) as follows:
- 5.1 (a) Service charges** will be billed at the rate of _____% of the gross amount payable to the employee(s) on account of monthly salaries only and not on commissions, statutory obligations managed by _____ in compliance with various provisions of the Labor Laws. However, the other charges as per agreed terms & conditions will be billed to the Bank at actual for reimbursement.
- 5.2 _____ shall raise invoices in respect of the services provided by _____ on a monthly basis, and the Bank shall make payment of service charges after deduction of withholding taxes, unless proof of exemption is provided, in respect thereof within 07 days of receipt of the Invoice.
- 5.3 The Bank shall not be liable to pay any tax or levy on behalf of _____ and/or the _____ Employees.

6. TERMINATION

- 6.1 Either Party may terminate this agreement by giving one month's (30 days) prior notice in writing. However, on expiry of one year initial contract, unless renewed, this contract will automatically be stand expired without any risk &

responsibility of the Bank. The Bank may also terminate this Agreement with immediate effect if it believes on reasonable grounds that any of the following events have occurred or is likely to occur with reference to _____.

- a) A receiver or administrator is appointed with respect to _____ or its assets or
- b) A winding up petition is presented against _____ or a resolution passed for its winding-up (Otherwise that for the purposes of a bonafide amalgamation or reconstruction with the prior approval of the Bank); or
- c) _____ suspends payment of its debts or it is deemed unable to pay its debts, current obligations, dues, liabilities of any nature; or
- d) _____ ceases to carry on business as a going concern or ceases to be in a position to fulfill its obligation under this Agreement.

6.2 This agreement may be terminated by either party if compliance of the terms herein is prevented or hindered for reasons beyond reasonable control of the Parties not limited Acts of God, war, riots, civil commotions, lock-up, etc. (“Force Majeure”). Before termination, the Party affected by Force Majeure shall on the occurrence of such event immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists for more than ten days, the affected party may give written notice to the other party of its intention to terminate this Agreement because of Force Majeure.

6.3 _____ will deliver and procure that all its directors, officers’ employees, representatives and agents deliver or return to the Bank all materials whether documentary or otherwise as provided in the agreement and the Bank shall have no obligation to make any payment to _____ after the date of expiry or termination.

6.4 If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance.

7. CONFIDENTIALITY.

_____ shall ensure that all _____ employees, in terms of their contract of employment with _____, are under an obligation to maintain at all times the confidentiality of the confidential information, which they may receive during the term of this Agreement. In the event that the concerned employee or agent of _____ commits breach thereof, then _____ shall take appropriate legal action against the said employee or agent, without prejudice to the other rights of the Bank under those present.

8. NO PARTNERSHIP OR EMPLOYMENT.

It is agreed between the parties that _____ is an independent service executor and shall have no authority to bind the Bank. This Agreement shall constitute a contract for services between the parties and nothing in this agreement shall constitute a partnership between _____ and the Bank nor create the relationship of employer and employee between the Bank and _____ or the Bank and any _____ employee.

9. SUB-CONTRACTING

During the tenure of this agreement, the _____ shall not sub contract or outsource all or any part of the services to any other organization except with the written consent of the Bank. The _____ shall exclusively perform the services as stated in this Agreement.

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10. GENERAL

- 10.1 If any term or provision of this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 10.2 The Agreement constitutes the entire agreement between the parties and replaces all previous written or oral agreements to the extent they remain unperformed. No modification or alteration to the Agreement shall have effect unless the same is agreed in writing and signed by both parties.
- 10.3 Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than _____ and the Bank
- 10.4 The words importing masculine gender shall unless contrary intention appears be taken to include feminine gender.

11. Notice

- 11.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- 11.2 Any such notice or other communication shall be addressed and shall be deemed to have been duly given or made as follows:
- a) If sent by personal delivery or fax, upon receipt at the address or Fax No. of the relevant part;
- b) If sent by first class post or carrier, upon delivery to the addressee.
- 11.3 The relevant addresses and address of each party for the purpose of this Agreement are:

Name of Party(s)

Address

Sindh Bank Limited

3rd Floor, Federation House,
Abdullah Shah Ghazi Road, Clifton,
Karachi, Pakistan.
Telephone No: (9221) 111-333-225
Fax: (9221) 35290274

M/s. _____ Address: _____

- 11.4 Either party may notify the other party to this Agreement of a change to its name relevant addressee or address provided that such notification shall only be effective on:
- a) the date specified in the notification i.e. the date on which the change is to take place; or
 - b) if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such changes has been given.

12. GOVERNING LAW AND ARBITRATION

- 12.1 This agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 12.2 If, at any time, any disagreement or dispute ('Dispute') arises between the parties out of or in respect of this agreement, the parties shall endeavor to settle such Dispute amicably, failing which any such Dispute shall be finally settled by arbitration in accordance with the Pakistan Arbitration Act 1940.
- 12.3 Each of the parties shall appoint an arbitrator and the arbitrators so appointed shall, before entering upon the reference, appoint an Umpire. The award of the arbitrators/umpire shall be final and binding upon the parties who shall give full effect thereto. The arbitration shall be conducted at Karachi in the English Language.

LEVEL-1	Name/Designation (support staff)	
First complain if the call is not resolved "within specified response time" (24 hours)	Landline Phone	
	Email	
	Cell	
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	
	Email	
	Cell	
LEVEL-3	Name/Designation (CEO of the firm)	
Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	
	Email	
	Cell	
Note: Ensure that no column above is left blank		

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IN WITNESS whereof the parties have executed this agreement on the date first mentioned above:

Signed for and on behalf of
Sindh Bank Limited by

Kh. Tajammul Hussain
Head of Human Resource

Lt. Col. (Retd.) Shahzad Begg
Head of Administration

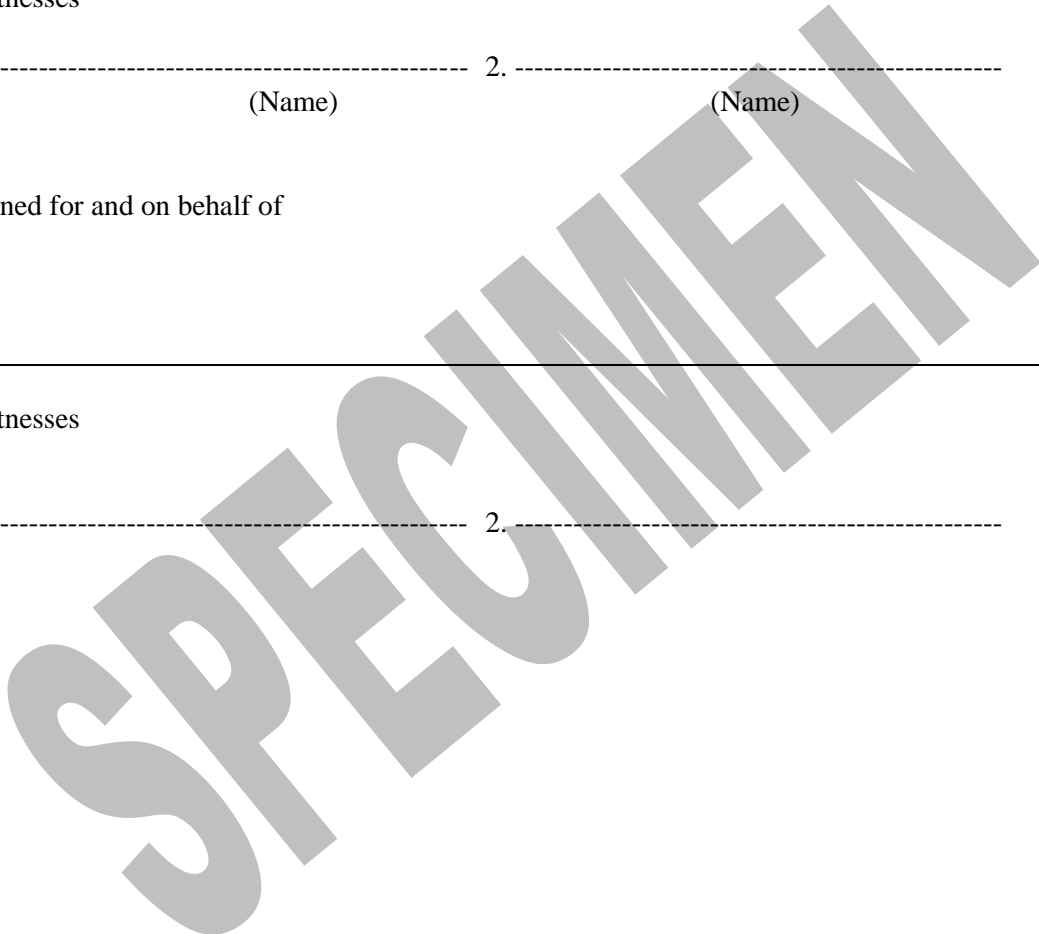
Witnesses

1. ----- 2. -----
(Name) (Name)

Signed for and on behalf of

Witnesses

1. ----- 2. -----



ANNEXURE “A”

1. DETAILS FOR SERVICES

1.1 This document defines the basis for SERVICES rendered by _____ for the Sindh Bank Limited - these SERVICES will be invoiced to the Bank based on its unique pricing formula.

1. Business Development Officer / Call Center Agent
2. Office Assistant / Telephone Operator
3. Rider / Driver
4. Dispatcher / Tea Boy / Messenger
5. Technician (Telephone, Network, AC & Electrician)
6. Any other Related Assignments and Services not listed above agreed upon with mutual consent.

2. OUT OF POCKET EXPENSES

2.1 _____ may also be required by The Sindh Bank Limited to provide Entry cards/ID Cards and or other tools and equipment for the provision of SERVICES by _____’s employees – the costs incurred on such provisions will also be invoiced to The Sindh Bank Limited as and when incurred.

3. FRINGE BENEFITS

Other than the salary, all employees will be entitled to following fringe benefits:

- i. Leave:
 - a) Casual Leave: 10 days p.a. in a calendar year.
 - b) Privilege Leave: 20 days p.a. in a calendar year.
(20 days with full pay in a calendar year, to be allowed on pro rata basis to each employee every year. No accumulation of P/L will be allowed beyond 40 days. Further, no privilege leave will be accrued in case of less than 15 days attendance in a month of an employee.)
- ii. Group Health Insurance:
All employees will be entitled to a family Group Health Insurance per annum of Rs. _____/- per family without any Sub Limit. For Benefits Details – See ANNEXURE “B”
- iii. Group Life Insurance:
All employees other than deputed in Punjab will be entitled to a Group Life Insurance of Rs. _____/- and as per current law all employees deputed in Punjab Only will be entitled to a Group Life Insurance of Rs. _____/-.

4. Other Charges

The following charges would be billed to Sindh Bank Limited

- EOBI Contribution @ 5% of employee’s Salary or Rs. 650 whichever is lower (As Per Law, changes may affect once any notification is received from the regulatory authority)
- Social Security Contribution As Per Law, changes may affect once any notification is received from the regulatory authority)

- Group Life Insurance as Per Law, changes may affect once any notification is received from the regulatory authority).
- Health Insurance @ Rs. _____ per employee per month.
- GST @ 16% shall be applicable on Service Charges or As per Law.
- Contractual Liability Insurance shall be applicable after mutual understanding between both parties. If required by Sindh Bank, then _____ shall separately charge for it for any financial damages / loss occurred by _____ deputed employees in the premises of Sindh Bank Limited. _____ shall not be responsible for compensating Sindh Bank if there is no agreement / consent on this Insurance.

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ANNEXURE “I”

UNDERTAKING/AFFIDAVIT

To be typed on Rs.50/- Stamp Paper

AFFIDAVIT / DECLARATION

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

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

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

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

City: _____

Dated. _____

DEPONENT

(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

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

COMMISSIONER FOR TAKING AFFIDAVIT