

**SNDB/COK/ADMIN/TD/750/2017**

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# **Sindh Bank Limited**

## **Tender Document**

**Supply & Installation of Backup Communication Links**

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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 Supply & Installation of Communication Links in its thirty-four upcoming branches. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications 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, 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.

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 at the below mentioned address;

Yours sincerely,

Lt. Col. (R) Shahzad Begg  
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)**

### **2.1 Correspondence Address**

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

Lt. Col. (R) Shahzad Begg  
Head of Administration Division  
SINDH BANK LIMITED  
HEAD OFFICE  
Basement-2 Floor, Federation House,  
Abdullah Shah Ghazi Road,  
Clifton,  
Karachi 75600

### **2.2 Eligible Bidders**

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

### **2.3 Corrupt Practice**

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

### **2.4 Preparation of Bids**

#### **2.4.1 Bidding Process**

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

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

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



### **2.4.3 Language of Bid**

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

### **2.4.4 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.

### **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;
  1. Sign the contract in accordance with ITB Section [2.7.4]; or

2. Furnish performance security in accordance with ITB Section [2.7.5].

### **2.4.8 Bid Validity**

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

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

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

## **2.5 Submission of Bids**

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

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

*Technical Proposal may be submitted in duplicate (one original and one copy). In case any conflict, the original bid will be considered as final.*

### **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;

3. 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)]
4. 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.

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

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

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

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

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

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

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

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

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]

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

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

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

### **IMPORTANT**

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

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

### **2.5.9 Review Panel**

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

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

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]

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

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

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

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

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

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

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

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

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

### **2.6.2 Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids; 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

SNDB shall evaluate Technical Proposals using the following eligibility/technical criteria.

S. No.	Description	Marks	Marks Obtained	Remarks
1	Bidder must have already deployed Fiber/ISM Radio Links at more than 20 cities all over Pakistan for banks only. (Attach Purchase Order as documentary proof as Annexure-1)	20		20 and above cities
		10		10 to 19 cities
		5		5 to 9 cities
		0		less than 5 cities
2	Bidder must have provided required connectivity to at least 5 Banks in last 3 years. (Attach Purchase Order as documentary proof as Annexure-2)	14		5 and above banks
		7		3 to 4 banks
		0		less than 3 banks
3	The Bidder should have Verifiable Presence/Support/Branch offices in all over Pakistan. (Attach Location Details as documentary proof as Annexure-3)	16		10 and above cities
		8		5 to 9 cities
		4		2 to 4 cities
		0		Only in 01 city
4	The Bidder must be in Data Connectivity Services Business for at least 05 Years. (Attach documentary proof as Annexure-4)	10		If Provided
		0		Not Provided
5	The Bidder must provide list of clients other than Banks to provide the Fiber /ISM Radio connectivity in last 3 years. (Attach Purchase order as documentary proof as Annexure-5)	10		15 and above clients
		3		7 to 14 Clients
		0		less than 6
6	Company must have turnover of at least Rs.50-Million per year for Last 3-Years. (Attach audited financial statement for last 3 years as Annexure-6)	20		50 million & Above for 3 years
		10		50 million for 2 years
		5		50 million for 1 year
		0		less than 50 million last 3years
7	Bidder should have its own service medium and not relying on any other 3rd party or partner (Attach Nationwide network connectivity diagram as proof as Annexure-7)	10		If Provided
		0		Not Provided
<b>Total Marks</b>		<b>100</b>		<b>Qualified / Disqualified</b>

### Note

1. Qualifying marks for the bid is minimum 70% for Technical Phase.
2. SNDB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
3. Company will be considered disqualified if specification of the Communication links does not meet the specification given in the tender document.
4. If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-8).
5. Bidder must provide valid CVALS (Class Value Added Licensed Services) or relevant data services license from P.T.A.  
(Attach PTA Certificate as documentary proof as Annexure-9)



6. Bank reserves the right to verify all or any document at any time. In case any fake documents are found at any stage, the company will be disqualified as per SPPRA Rule 30(1) and may be subject to legal proceedings.
7. Attachment of GST & Sindh Revenue Board (SBR) certificate are mandatory at the time of submission of tender document. In case of non-provision of evidence, the company will be straight away disqualified.

#### **MANDATORY**

1. Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.
2. 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 on time

#### **DISQUALIFICATION**

**The bidder will be considered disqualified 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. Alternate bid is offered.
4. Non - Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
5. The qualified bidder sublets the contract in any form/stage to any other agency.
6. The tender is deposited without Tender Fee.
7. If during verification process of the client list the response by any of the bank is un satisfactory on account of previous performance

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

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

#### **2.7.5 Performance Security**

Within 20 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 10 % 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 (SNDB) requires Supply and Installation of backup communication links in its 114 countrywide branches (List of Branches/Locations attached as Annexure "H"), details are as follows:

	Technical Requirement
	<b>Requirement of Backup Communication Link on Fiber Optics/ISM Radio</b>
<b>1</b>	<b>Connectivity Required For 114 Branches/Sites: (List Attached as Annexure H)</b>
<b>1.1</b>	<p>SNDB require Fiber Optic/ISM Radio link having layer 3 connectivity for creating Virtual Private Network (VPN) over physical connectivity. Bid is invited for 2 Mbps CIR (Committed Information Rate) data link for 114 branches with Aggregation site at Karachi and DR(Disaster Recovery) site at Lahore.</p> <p>This is to be used as backup link .Our primary link is on Fiber Optics/ISM Radio in routine. This backup link shall remain up at all the time.</p> <p>To maximize availability of the links vendor who has already provided primary link for the branch /site will not be allowed to provide backup link for the same branch/site.</p> <p>Bidder should quote for all the branches where Fiber/ISM Radio is available however bidder quoting less than 80 branches/sites on Fiber will not be considered and disqualified from the very outset.</p> <p>Ethernet interfaces should be provided at both sides i.e Branches and Aggregation side.</p>
<b>1.2</b>	<p>Appropriate links on metro fiber(buried) for Aggregation Sites shall be provided at SNDB Office Karachi and SNDB DR Site Lahore.</p> <p>Aggregation/DR Site link cost must be covered with branch link i.e. no separate charges will be paid for Aggregation at HO and DR site.</p> <p>Addresses for Aggregation at HO and DR Site are as follows:</p> <p><b><u>Aggregation Site:</u></b></p> <p>Sindh Bank IT Division, Plot No. F-101, Block-7, Scheme-5, Khekeshan Clifton, Karachi.</p> <p><b><u>DR(Disaster Recovery) Site:</u></b></p> <p>Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A, Lahore Cantt. Lahore.</p> <p>Location of 114 branches/sites are attached in tender document as Annexure H</p>
<b>1.3</b>	<p>Standard sealed cabling with all the accessories (UPVC piping) should be used at branch and aggregation ends to terminate the link within the branch building/premises.</p> <p>Service provider will be responsible for the transportation, boarding &amp; lodging of its engineering/support team at all sites without any additional cost to SNDB.</p>

	Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan.
<b>1.4</b>	<p>Bidder should have its own MPLS (Multiprotocol Label Switching) or equivalent Network at core end to provide Layer 3 connectivity i.e. IP based connectivity on SNDB branches and SNDB Aggregation Sites.</p> <p>Link must have the capability of data bandwidth upgradation for future expansion requirements.</p> <p>In case branch is shifted from temporary to permanent location within city. Vendor will be responsible to move the link on permanent location without any additional cost to bank.</p>
<b>1.5</b>	The proposed solution must comply with PTA regulations for IT Infrastructure Security for all types of processes. The bidder should have all necessary licenses from PTA for data communications.

**Note:**

1. In order to qualify, all Technical requirements as mentioned above must be met. Fail to qualify a single requirement will result disqualification.
2. Any miss-commitment may lead to disqualify even after the award of contract and onus will lie on the bidder.
3. In case of service provider has failed to provide the required service to the desired standards SNDB has the right to cancel the services on one month notice period and arrange the required services from other service provider.
4. 98% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:
  - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
  - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
  - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
  - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
  - Per day Rs. 10,000 will be deducted after 48 hours

5. Formula for selecting lowest Financial Bid Value:

$$\text{Bid Value} = \frac{(\text{Total OTC of all branches quoted})}{(\text{No. of Branches on Fiber/ISM Radio})} + \frac{(12 \times \text{Total MRC of all branches quoted})}{(\text{No. of Branches on Fiber/ISM Radio})}$$

OTC = One Time Cost

MRC = Monthly Recurring Charges

**Contract agreement is extendable / renewable upto 3 years only on mutual understanding on same terms & conditions and rates.**

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

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

S#	Code	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0102	Khairpur		
2	0117	Thul		
3	0408	Tando M.Khan		
4	0413	Sanghar		
5	0416	Shahdadpur		
6	0417	Kunri		
7	0605	Bahria Town		
8	0608	Lila Jhelum		
9	0611	Dalwal Chakwal		
10	0623	Burki		
11	0640	Kunjah		
12	0649	Nankana Sahib		
13	0658	Alipur Chatta		
14	0706	Gawadar		
15	0901	Mirpur Azad Kashmir		
16	0902	Bank Road Muzaffarabad		
17	0903	Gilgit		
18	4091	Bawany Sugar Mill		
19	4092	Khoski		
20	4121	Thatta Cement		
21	0344	Malir Cantt		
22	4071	Tando Allayar Sugar Mill		
23	0428	Digri, Distt. Mirpurkhas		
24	0124	Badah		
25	0125	Pir Jo Goth		
26	0113	Shahdadkot		
27	0410	Mithi		
28	0643	Manawala		
29	0104	Kandkhot Branch		
30	0106	Dadu Branch		
31	0107	Larkana Branch		
32	0108	Sukkur Branch		
33	0109	Sehwan Branch		
34	0110	Ghotki Branch		
35	0111	Naudero Branch		

36	0114	Shikar Pur Branch		
37	0301	I.I.Chundrigarh Road Branch		
38	0303	Court Road Branch - KHI		
39	0304	DHA 26th Street Branch - KHI		
40	0305	Gulshan-e-Iqbal Branch - KHI		
41	0306	Hyderi Branch - KHI		
42	0307	Jodia Branch - KHI		
43	0308	Korangi Industrial Area- KHI		
44	0310	Paper Market Branch - KHI		
45	0312	Shahr-e-Faisal - KHI		
46	0313	Tariq Road - KHI		
47	0316	Memon Goth Branch - KHI		
48	0318	Cloth Market Branch - KHI		
49	0401	Saddar Branch - Hyderabad		
50	0402	Hala Branch		
51	0403	Kotri Branch		
52	0404	Mirpur Khas Branch		
53	0405	Qasimabad Branch- Hyderabad		
54	0407	Tando Allayar Branch		
55	0411	Nawabshah Branch		
56	0412	Thatta Branch		
57	0601	Blue Area Branch - Islamabad		
58	0602	Bank Road Branch - Rawalpindi		
59	0603	D.H.A. Lahore Branch - LHR		
60	0604	Gujranwala Branch		
61	0606	Ghurki Branch - LHR		
62	0607	Chak Ghanian		
63	0609	Pindi Bhauddin Branch		
64	0610	Ashrafabad, Bahawalpur Branch		
65	0701	Jinnah Road Branch - Quetta		
66	0801	Peshawar Branch		
67		Central Jail Off-site ATM - KHI		
68		NADRA Head Quarter, Islamabad		
69	5601	The Mall Road (ISLAMIC)		
70	0362	Sindhi Muslim (SMCHS)		
71	0662	GHARI SHAHU BRANCH		
72	0363	SHIREEN JINNAH COLONY BRANCH		
73	0360	BAHADURABAD BRANCH		
74	0366	Behria Complex II KHI		
75	0433	Journalist Soicety - Hyd		
76	0808	Kohat		
77	0134	Nasirabad		
78	0364	Cattle (Bhens Colony)		
79	5801	Ashraf Road Peshawar Branch		
80	0666	Mouza Gojra Branch		

81	0432	Ghari Khata (Temporary)		
82	0807	Village Meran		
83	5603	Sahiwal Islamic Branch		
84	0664	Khanewal Branch		
85	0665	Kasur Branch		
86	0668	Ali Wala Branch		
87	5602	Ghori Town Branch(Islamic)		
88	0339	Benazir University(Offsite ATM)		
89	0610	F & U Filling Station(Offsite ATM)		
90	0338	Sun Set Club(Offsite ATM)		
91	0408	Bulri Shah - Offsite ATM		
92	0343	Razzakabad Offsite ATM		
93	0331	SSU Office Gulshan Off-site ATM		
94	0312	Shah Faisal Colony(Offsite ATM)		
95	0369	DMC-HO-Guslhan (Offsite ATM)		
96	0310	DMC-Saddar Zone (Offsite ATM)		
97	0427	Sindh Revenue (Offsite ATM)		
98	0127	Sukkur (Offsite ATM)		
99	0109	Sehwan(Offsite ATM)		
100		1-Link DR (Excluding PTCL as per SBP Instruction)		
101	5901	Dadyal		
102	0904	Rawalakot		
103	0678	Janpur		
104	0372	Dr. Ziauddin Road, Karachi		
105	0371	Nishtar Road, Karachi		
106	0374	Shah Faisal Colony, Karachi		
107	0373	Karachi University (Inside Campus)		
108	0680	Daroghawala, Lahore		
109	0683	Village Hujra, Shah Muqem (RUA)		
110	0681	Shahdara, Lahore		
111	0682	Bank Square Model Town, Lahore		
112	5701	Airport Road Quetta (Islamic)		
113	0438	Mirpur Bathoro District Sujjawal (RUA)		
114	0348	Creek Club (Offsite ATM)		
<b>Sub Total</b>				
<b>Grand Total (A+B)</b>				
<b>*Lowest Evaluation Cost = <u>Sub Total 'A' + (Sub Total 'B' x 12)</u></b>				
<b>No. of Branches</b>				

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

**Note:**

1. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labour and delivery charges upto Sindh Bank Limited branches on countrywidebasis.

2. No advance payment for installation of communication link will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
3. Calculation of Bid Security. The mechanism for calculation of bid security will be as follows:  
5% of the Grand Total (A+B) which is required to be submitted as bid security in shape of pay order/bank guarantee in the name 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. Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in Disqualification. If any damages occurred while delivery of requisite, no charges will be paid by the Bank
6. ***Pre Bid Meeting: Within one week (For Any Clarification)***

*Signature & Stamp of Bidder* \_\_\_\_\_



## **5 Contract**

### **5.1 Conditions of Contract**

#### **5.1.1 Definitions**

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

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

“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 ten (10 %) 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.

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

### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.

## Annexure “A”

### 6. BID FORM

Dated: \_\_\_\_\_, 2014

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/Pay order in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by SNDB.

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

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

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

**Name & Address of Agent**

**Amount and Currency**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(If none, State none)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_

\_\_\_\_\_

**[Signature]**

**[In the Capacity of]**

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

## **Annexure “B”**

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

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply and Installation of Communication Link.

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 \_\_\_\_ 2013.7

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 \_\_\_\_ 2013 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 \_\_\_\_\_ 2014.

#### **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 \_\_\_\_\_ 2014.
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:** \_\_\_\_\_

## 12. CONTRACT AGREEMENT

## Annexure "G"

This Agreement is made on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2017 ('Effective Date'),

Between

**Sindh Bank Limited** having its head office at 3<sup>rd</sup> Floor, Federation House, Clifton, Karachi (hereinafter called the 'Bank' / 'Purchaser')

**And**

\_\_\_\_\_ having its Registered office at \_\_\_\_\_ (hereinafter called the 'Vendor').

(The Purchaser / Bank and the Vendor shall hereinafter also be referred to individually as a "Party" and collectively as "Parties").

WHEREAS the Vendor is the Supplier/Service Provider of Communication Links

AND WHEREAS, the Bank is desirous of procuring services from the Vendor which will enable the Bank to establish data connectivity between its branches and the Head Office ('Services').

AND WHEREAS, to provision the Services, the Vendor shall install / commission the Fiber/ISM Radio Communication Links as detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of the one time cost = Rs \_\_\_\_\_ ('One Time Cost') to be made by the Bank against the installation and commissioning of the Links and monthly recurring charges = Rs \_\_\_\_\_ ('Monthly Recurring Charges') against the provisioning of Services.

**Detail of Links is as follows:**

S#	Code	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0102	Khairpur		
2	0117	Thul		
3	0408	Tando M.Khan		
4	0413	Sanghar		
5	0416	Shahdadpur		
6	0417	Kunri		
7	0605	Bahria Town		
8	0608	Lila Jhelum		
9	0611	Dalwal Chakwal		
10	0623	Burki		
11	0640	Kunjah		
12	0649	Nankana Sahib		
13	0658	Alipur Chatta		
14	0706	Gawadar		
15	0901	Mirpur Azad Kashmir		

16	0902	Bank Road Muzaffarabad		
17	0903	Gilgit		
18	4091	Bawany Sugar Mill		
19	4092	Khoski		
20	4121	Thatta Cement		
21	0344	Malir Cantt		
22	4071	Tando Allayar Sugar Mill		
23	0428	Digri, Distt. Mirpurkhas		
24	0124	Badah		
25	0125	Pir Jo Goth		
26	0113	Shahdadkot		
27	0410	Mithi		
28	0643	Manawala		
29	0104	Kandkhot Branch		
30	0106	Dadu Branch		
31	0107	Larkana Branch		
32	0108	Sukkur Branch		
33	0109	Sehwan Branch		
34	0110	Ghotki Branch		
35	0111	Naudero Branch		
36	0114	Shikar Pur Branch		
37	0301	I.I.Chundrigarh Road Branch		
38	0303	Court Road Branch - KHI		
39	0304	DHA 26th Street Branch - KHI		
40	0305	Gulshan-e-Iqbal Branch - KHI		
41	0306	Hyderi Branch - KHI		
42	0307	Jodia Branch - KHI		
43	0308	Korangi Industrial Area- KHI		
44	0310	Paper Market Branch - KHI		
45	0312	Shahr-e-Faisal - KHI		
46	0313	Tariq Road - KHI		
47	0316	Memon Goth Branch - KHI		
48	0318	Cloth Market Branch - KHI		
49	0401	Saddar Branch - Hyderabad		
50	0402	Hala Branch		
51	0403	Kotri Branch		
52	0404	Mirpur Khas Branch		
53	0405	Qasimabad Branch- Hyderabad		
54	0407	Tando Allayar Branch		
55	0411	Nawabshah Branch		
56	0412	Thatta Branch		
57	0601	Blue Area Branch - Islamabad		
58	0602	Bank Road Branch - Rawalpindi		
59	0603	D.H.A. Lahore Branch - LHR		
60	0604	Gujranwala Branch		

61	0606	Ghurki Branch - LHR		
62	0607	Chak Ghanian		
63	0609	Pindi Bhauddin Branch		
64	0610	Ashrafabad, Bahawalpur Branch		
65	0701	Jinnah Road Branch - Quetta		
66	0801	Peshawar Branch		
67		Central Jail Off-site ATM - KHI		
68		NADRA Head Quarter, Islamabad		
69	5601	The Mall Road (ISLAMIC)		
70	0362	Sindhi Muslim (SMCHS)		
71	0662	GHARI SHAHU BRANCH		
72	0363	SHIREEN JINNAH COLONY BRANCH		
73	0360	BAHADURABAD BRANCH		
74	0366	Behria Complex II KHI		
75	0433	Journalist Soicety - Hyd		
76	0808	Kohat		
77	0134	Nasirabad		
78	0364	Cattle (Bhens Colony)		
79	5801	Ashraf Road Peshawar Branch		
80	0666	Mouza Gojra Branch		
81	0432	Ghari Khata (Temporary)		
82	0807	Village Meran		
83	5603	Sahiwal Islamic Branch		
84	0664	Khanewal Branch		
85	0665	Kasur Branch		
86	0668	Ali Wala Branch		
87	5602	Ghori Town Branch(Islamic)		
88	0339	Benazir University(Offsite ATM)		
89	0610	F & U Filling Station(Offsite ATM)		
90	0338	Sun Set Club(Offsite ATM)		
91	0408	Bulri Shah - Offsite ATM		
92	0343	Razzakabad Offsite ATM		
93	0331	SSU Office Gulshan Off-site ATM		
94	0312	Shah Faisal Colony(Offsite ATM)		
95	0369	DMC-HO-Guslhan (Offsite ATM)		
96	0310	DMC-Saddar Zone (Offsite ATM)		
97	0427	Sindh Revenue (Offsite ATM)		
98	0127	Sukkur (Offsite ATM)		
99	0109	Sehwan(Offsite ATM)		
100		1-Link DR (Excluding PTCL as per SBP Instruction)		
101	5901	Dadyal		
102	0904	Rawalakot		
103	0678	Janpur		
104	0372	Dr. Ziauddin Road, Karachi		



105	0371	Nishtar Road, Karachi		
106	0374	Shah Faisal Colony, Karachi		
107	0373	Karachi University (Inside Campus)		
108	0680	Daroghawala, Lahore		
109	0683	Village Hujra, Shah Muqem (RUA)		
110	0681	Shahdara, Lahore		
111	0682	Bank Square Model Town, Lahore		
112	5701	Airport Road Quetta (Islamic)		
113	0438	Mirpur Bathoro District Sujawal (RUA)		
114	0348	Creek Club (Offsite ATM)		
<b>Sub Total</b>				
<b>Grand Total (A+B)</b>				
<b>*Lowest Evaluation Cost = <u>Sub Total 'A' + (Sub Total 'B' x 12)</u></b>				
<b>No. of Branches</b>				

**Terms & Conditions:**

The Vendor shall establish data connectivity between the branches of the Purchaser and its Head Office or any given site /location through L3 VPNs over the Vendor's MPLS based network, by installing and commissioning of Links at the sites specified hereinabove ('Sites').

1. All \_\_\_\_ Links must be installed and handed over within 20 days after the order of installation anywhere in Pakistan. The Purchaser shall impose a fine of Rs. 500/- per day in case of failure to deploy the Links at the Un-Installed Sites within 5 days of the Delivery Timelines with respect to such Sites and and Rs, 1000/- per day will be charged in case of failure of deploy the Links at the Un-Installed Sites within 15 days of the Delivery Timelines. Vendor is issued a certificate of delivery/satisfaction from the Vendor which shall evidence that data connectivity at the Un-Installed Sites has been established with other Sites
2. The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installation, software, labour including delivery charges upto the Sites on a countrywide basis.
3. Within seven (30) days from the Effective Date, the Purchaser shall pay the Vendor agreed One Time Costs mentioned in Vendor proposal with respect to the Links successfully deployed at \_\_\_\_ Installed Sites. The Vendor shall raise an invoice with respect to the aforementioned One Time Charges as soon as reasonably possible, however failure by the Vendor to submit a timely invoice shall not affect the Purchasers obligation to make the payment within the reasonable time subject to vendor raising the invoice even at a later date
4. In consideration of the Services being provisioned by the Vendor, the Purchaser shall be liable to pay the Vendor as per attached list which is already mentioned in Vendor proposal as Monthly Recurring Charges ('MRC'). The accrued Monthly Recurring Charges with respect to the period starting from the 1<sup>st</sup> link installation /provisioning till the Effective Date shall be payable within 30 days.
5. Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis. Effective from when circuits gets commissioned in 2017, the aggregate Monthly Recurring Charges for the relevant quarter ('Aggregate Quarterly Charges') shall be

payable within 30 days from the commencement of the quarter. The Vendor shall raise an invoice with respect to the aforementioned Aggregate Quarterly Charges as soon as reasonably possible, .

6. All the payment due hereunder shall be effected either through wire transfer to the bank account designated by the Vendor or through pay order in favour of the Vendor.
7. One resident engineer shall be dedicated to the bank to resolve the day by day support issues and deployment of the project without any additional cost to the bank.
8. The Bank would refund the bid security valuing Rs.                   /- submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
9. Vendor must provide min 98 % link availability with the following clauses of down time in terms of the SLA
  - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
  - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
  - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
  - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
  - Per day Rs. 10,000 will be deducted after 48 hours
10. The Vendor will provide the Bank with a performance security in the form acceptable to the Bank for an amount equivalent to 10% of the total contract price. The Bank shall release the performance security after 6 months from effective date of contract.
11. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Karachi Centre for Dispute Resolution (KCDR) the decision of KCDR will be final and binding on the Vendor and the Bank.
12. Neither Party will be liable to the other for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable. Notwithstanding anything herein, the maximum limit of the Vendor's liability arising out of or related to this Contract, including without limitation liability for negligence, will not exceed the penalties / LD envisaged in the contract. .
13.
  - 13.1 The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 15. In such an occurrence the Purchaser shall give a not less than thirty days' written notice of termination to the Vendor:
    - a. If the Vendor does not remedy the failure in the performance of their material obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
    - b. If the Vendor becomes insolvent or bankrupt;
    - c. If the Vendor, based on evidence gathered by the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and

d. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty consecutive (60) days;

13.2 The Vendor may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause 15:

- a. If the Purchaser fails to pay any money due to the Vendor pursuant to this Contract within the specified time;
- b. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

Upon termination (or expiry) of the Contract, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Links and parts thereof and the Purchaser shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into the Purchaser's premises for the purpose of de-commissioning and retrieving the Links. Furthermore, immediately upon the execution of the Contract, the Purchaser shall pay the Vendor the One Time Set-Up Charges and / or Monthly Recurring Charges applicable till the date of termination or expiry of the Contract.

13.3 For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Contract, shall not be a breach of this Contract, if such failure or delay results from any Act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, satellite outage or malfunction, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, war, civil disorder, epidemics, quarantines, embargoes, act of terrorism, judicial act, governmental or semi-governmental act.

14. The term of this Agreement shall be for a period of one year, which may be extendable up to 3 years commencing from the date at which the first Link is installed by the Vendor.
15. The Purchaser acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Links or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vender has a contractual arrangement) or the Vendor (as the case maybe) and the Purchaser shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.
16. No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.
17. Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to the Purchaser due to any reasons attributable to the Purchaser and/or the third parties or due to Force Majeure or the effects thereof.

18. The Vendor will not assign this Contract to any party without the consent of the Purchaser provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Contract.
19. Either Party may specifically waive any breach of this Contract by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Contract, in which event the breaching Party shall comply as directed from such time forward.
20. Any notice, request, statement, intimation, reference or other communication provided for in this Contract shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.

\_\_\_\_\_

**Sindh Bank**

**Attn:**

**Attn:**

All notices shall only be effective on receipt.

21. Notwithstanding anything contained herein, in the event of any conflict between the Contract and the Tender document, the Contract shall take precedence.

Termination of Agreement by the Bank:

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Stamp

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

### 3. LIST OF BRANCHES

### Annexure "H"

S.no	Br. Code	Branches	Addresses	Person	Number
1	0102	Khairpur	Syed Ramzan Ali Shah Trade Center Khairpur	Meer Suhag	0300-3792664
2	0117	Thul	Property bearing Survey No.484 situated at Kandhkot Road, Thul District Jacobabad	Bashir Mangi	03313044388
3	0408	Tando M.Khan	Plot. Survey No.34, Jaryan No.13/10-7-08, Tando Muhammad Khan	Tabish Ali Shah	0333-2665248
4	0413	Sanghar	Plot No. A-8, City Survey No.124/A-8, Co-operative Housing Society, Sanghar	Amjad Gorchani	0305-3856808
5	0416	Shahdadpur	Property City Survey No.543, 548 and Muhaga Land, Shahdadpur District Sanghar	Muhammad Yousuf	0333-2911323
6	0417	Kunri	Plot No.10, Survey No.263/4, Block-6,Deh Goraho, City and Taluka Kunri, District Umerkot	Ghulam Rasool Khan	0300-3321953
7	0605	Bahria Town	Shop No.01, Shop No.02 and Shop No.03, D-Plaza, Sector-B, Bahria Town Lahore	Bilal	0321-4547499
8	0608	Lila Jhelum	Post Office Lilla Town, Tehsil Pind Daden Khan, District Jhelum	Muhammad Arshad	0333-5707040
9	0611	Dalwal Chakwal	Village & Post Office Dalwal, Tehsil Choa Saidan Shah, District Chakwal	Sheikh Junaid Alam	0312-7515200
10	0623	Burki	Property Khasra No.1523, Kheot No.50, Khatoni No.82, Village Burki, Lahore Cantt., Lahore	Muhammad Imran Lodhi	0332-4151989
11	0640	Kunjah	Plot No. 5-A/15, Ward No.3, Main G. T.Road, Kunjah Distt.Gujrat	Hafeez Khan	0301-6226325
12	0649	Nankana Sahib	Khewat No.309, Khatoni No.521, Khasra No.1503 & 1504, Ghala Mandi Nankana Sahib.	M.Ahmad	0300-6639020
13	0658	Alipur Chatta	Khewat No.979, Khatoni No.3520/1683 Situated at Gujranwala Road, Alipur Chattha.	CH.asghar Ai	0345-6518111
14	0706	Gawadar	Khewat No. 1, Khatooni No.1, Vide No.301-304 Moza Thani Ward, Gawadar	Sohail	0336-8559311

15	0901	Mirpur Azad Kashmir	Ground Floor, Portion No.2, Younus Plaza, Allama Iqbal Road, Mirpur, Azad Jammu & Kashmir	Khawar Yaqoob	0345-5692967
16	0902	Bank Road Muzaffarabad	Khasra No.1845/1314, Bank Road, Muzaffarabad	Intikhab Ashraf	0333-5130909
17	0903	Gilgit	Khasrs No.0339/5093/104, Khewat No.185/185, Transfer No.291,390, Shahrah-e-Quaid-e-Azam, Jatial, Gilgit.	Javed Ali	0344-9880419
18	4091	Bawany Sugar Mill	Bawany Sugar Mills Limited, Ahmed nagar, talhar District Badin Sindh	Zeeshan Qazi	0322-3062166
19	4092	Khoski	Khoski Sugar Mills Limited, Khoski, District Badin, Sindh	Kashif Hussain	0334-2053515
20	4121	Thatta Cement	Thatta Cement factory ,Ghulam Ullah Road District Thatta	Mudassir Jafferi	0333-3042366
21	0344	Malir Cantt	Plot No.11, Block-S, Cantt. Bazar Area, Malir Cantonment, Karachi	Adnan Khan	0321-2120033
22	4071	Tando Allayar Sugar Mill	Tando Allahyar Sugar Mills, Deh Kanidar,UC Sanjar Chang, Taluke Chamber, District Tando Allahyar.	Farhan Qureshi	0333-2616006
23	0428	Digri, Distt. Mirpurkhas	Shop No. 14 &15,, Plot No.28, Mir Ghulam Hyder town Housing Scheme, Deh 173, Mirpurkhas Road, Digri District Mirpurkhas.	Amin Bhatti	0300-3322655
24	0124	Badah	Jiryan No.87, Main Road, Badah, District Larkana.	Jahangir Khan	0333-3002006
25	0125	Pir Jo Goth	City Survey No.2180, Anaj Mandi, Pir Jo Goth, Taluka Kingri, District Khairpur Mir's Sindh.	Zaheer	0301-2779677
26	0113	Shahdadkot	Building Survey No.652, Ward C, Main Kotoo Motoo Chowk, Shahdadkot	Abdul Razaq	0300-3410801
27	0410	Mithi	Plot/Jaryan No.50, Opposite Hyderi Hotel,Mithi	Govind	0333-2513870
28	0643	Manawala	Main Bazar Village Manawala, Sheikhpura	Naveed	0345-4774462

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29	0104	Kandkhot Branch	S.No.167, opposite Shams petroleum Services , Deh Akhero Town Kandhkot	Shahid Bhatti	0333-7305486
30	0106	Dadu Branch	Plot No.54, RS No.987, Opposite Degree College, Dadu.	Fahad Rafique	0333-7062821
31	0107	Larkana Branch	Ground Floor, City Survey No. 799, Muhalla Raza Shah Kabir V.I.P. Road, Larkana	Akhtiar Soomro	0334-3037179
32	0108	Sukkur Branch	Plot No.C-550/17, Shalimar, Minara Road Sukkur	Zahoor Mallah	0300-3136965
33	0109	Sehwan Branch	Plot No./Survey No.20/49/1951, Alam Channa Mohallah, Sehwan City, District Jamshoro.	Liaque	0301-2217190
34	0110	Ghotki Branch	Plot City Survey No.890, Ward –B, Situated at Deviri Sahib Road, Town Ghotki, Taluka and District Ghotki	Allah Bux Bhutto	0334-2766795
35	0111	Naudero Branch	Naudero Branch, near Naudero Sugar Mill, Main Larkana Road, District Larkana	Maunaf Bhutto	0334-2035509
36	0114	Shikar Pur Branch	City Survey No.34/3 Ward No. 23,Situated at Station Road Opposite Libery, Shikarpur.	Fakhur	0345-3848506
37	0301	I.I.Chundrigarh Road Branch	P & O Plaza ,Opposite Muhammadi House ,I.I Chundrigar Road, Karachi	Shahzad	0345-3848506
38	0303	Court Road Branch - KHI	G-5-A,Court View Apartment Opposite Sindh Assembly Building.Karachi	Mustafa	0300-2029561
39	0304	DHA 26th Street Branch - KHI	Plot No.14-E, 26th Street Phase, 5 Ext. DHA., Clifton, Karachi.	Ali Raza	0345-2105245
40	0305	Gulshan-e-Iqbal Branch - KHI	Plot No.FL-1/13, Block No.5, K.D.A. Scheme No.24, Gulshan-elqbal, Karachi.	Ashar	0300-8260571
41	0306	Hyderi Branch - KHI	Plot No.SD-27, Block No. G, Improvement Scheme No. 2, North Nazimabad Karachi	Hasan Ali	36722085, 36722087-88
42	0307	Jodia Branch - KHI	Plot No. 57 & 59 Daryalal Street, Jodia Bazar, Napier Quarters, Karachi	Tehsin	0345-2230259



43	0308	Korangi Industrial Area-KHI	Plot No.27/28 Korangi Industrial Area Sector 16, Karachi.	Anis Awan	0332-2191517
44	0310	Paper Market Branch - KHI	Plot No.22/2, Serai Quarters, Saddar Town, Karachi.	Malik Lalani	0300-7091227
45	0312	Shahr-e-Faisal - KHI	PROGRESSIVE CENTRE” Land bearing No. 30-A, Servey Sheet No.35-P/1, Block-6,PECHS, Karachi.	Tahreem	0300-2354265
46	0313	Tariq Road - KHI	Plot No. 55-C & 56-C , Survey sheet No.35-P/I, Central Commercial Area, Block-2, PECHS Society, Karachi.	Rehan	0300-2124190
47	0316	Memon Goth Branch - KHI	Plot No.232 Deh. Malh, Tapu Dersano Chano, Murad Memon Goth District Malir.	Arshad Ali	0345-6188340
48	0318	Cloth Market Branch - KHI	Shop No.26, Plot No. 27, Survey Sheet B.R.5, situated at Bunder Road,Quarters Karachi	Nizaar	0334-3444607
49	0401	Saddar Branch - Hyderabad	Sindh-Bank-91/3-4, Saddar behind canttonment police station, Cantt. Hyderabad	Mureed Shah	0331-3505788
50	0402	Hala Branch	Survey No.1397/88 Ward “B” situated at Gulshan Fahim Colony, Hala, District.	Umeed Ali	0333-2850502
51	0403	Kotri Branch	City Survey No.290, Ward-A,Shop No.8-10, Plot No.1, River Point, Kotri District Jamshoro	Aneel Memon	0333-7013266
52	0404	Mirpur Khas Branch	Plot No. RCN-18, Survey No.864/6, Main Umerkot Road, Mirpurkhas	Ameer Memon	023-3876407
53	0405	Qasimabad Branch-Hyderabad	Plot bearing No.11, Faraz villas Housing Scheme, Taluka Qasimabad, Distract Hyderabad.	Moiz Ali	0300-3026788
54	0407	Tando Allayar Branch	Plot No.4-4A & 5, Survey No.272/1, Al Habib Plaza,Main Tando Allahyar Hyderabad Road, Tando Allahyar	Sharjeel	0300-3076204
55	0411	Nawabshah Branch	Plot No.13, Survey No.2481-1, VIP Road Nawabshah, Dist. Shaheed Benazeerabad.	Sikandar Ali	0300-3239905

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56	0412	Thatta Branch	Building Survey No.115 Deh Thatta situated at Thatta to Sajawal Road Thatta..	Basheer	0344-2059498
57	0601	Blue Area Branch - Islamabad	Shop No. 1-5 & Mezzanine 1, Sohrab Plaza,Jinnah Avenue, Blue Area, Islamabad	Zeeshan	0332-5177001
58	0602	Bank Road Branch - Rawalpindi	Shop No.41/G-1, G-2 ,G-3 on 1st Floor, Kitchlew Building, Bank Road Rawalpindi Cantt.	Shafqat Raja	0333-5185533
59	0603	D.H.A. Lahore Branch - LHR	Plot No.159, Sector Y, Commercial Area,D.H.A, Y-Block, Lahore	Usman	0341-4002100
60	0604	Gujranwala Branch	Building PRO.No.B-XII-75-60/A, GALI No.2, Bhattia Nagar, near Telenor Office, G.T.Road Gujranwala.	Tauqeer	0300-9645072
61	0606	Ghurki Branch - LHR	Khayot No.8, Khatoni No.567 to 568, Khata No.156/702,Ghurki Union Council, District Lahore.	Shahid Hassan	0321-4368726
62	0607	Chak Ghanian	Survey No. Khayot No.478, Khatoni No.1457 to 1460, Khata No.151/1711, Chak Ghanian, Gujrat.	M.Majeed	0300-9526147
63	0609	Pindi Bhauddin Branch	Village Pindi Bahauddin, Rasool Road, Tehsil & District Mandi Bahauddin	Azam Gondal	0300-4203178
64	0610	Ashrafabad, Bahawalpur Branch	Ashraf Sugar Mills Limited, Ashrafabad Bahawalpur	Baber	0345-4164189
65	0701	Jinnah Road Branch - Quetta	Shop # 20-21, Main M.A Jinnah Road Quetta, Nera Mannan Chowk, Quetta.	Haq Nawaz	0300-3822178
66	0801	Peshawar Branch	Shop No. 4, Ground floor, Jasmine Arcade,1-Bashir-Lane-Fakhar-Alam-Road-Peshawar-Cantt.	Shakeel	091-5250601
67		Central Jail Off-site ATM - KHI	Main Gate, Central Jail/Prison, Karachi.	Amjad	34860542-3
68		NADRA Head Quarter, Islamabad	NADRA HQ, Islamabad	Athar Nabi	0334-3661936

69	5601	The Mall Road (ISLAMIC)	SHAH ABDUL LATIF EDUCATION TRUST,Plot No.S.19-R-30,Shahre-e-Quaid-e-Azam (Mall Road), Lahore.	Maaz	0321-4436258
70	0362	Sindhi Muslim (SMCHS)	Block-A sub block B, Sindhi Muslim Cooperative Housing Society,Karachi.	Kaleem Khan	0300-2111125
71	0662	GHARI SHAHU BRANCH	Property No.SE -6R-107/B situated at Allama Iqbal Road Garhi Shahu,Lahore	Zahid Mahmood	0300-8020878
72	0363	SHIREEN JINNAH COLONY BRANCH	Plot No. 46, Block-1, Category-B, Scheme No.05, Clifton, Karachi.	Taha Soomro	0300-2060136
73	0360	BAHADURABAD BRANCH	The City Tower, Plot No.111, Block-3, Bahadur Yar Jang Corporative Housing Society Ltd.(KCHS), Alamgir Road, Karachi.	Najia	0302-2863347
74	0366	Behria Complex II KHI	Ground Floor, Behria Complex-II, Maulvi Tamizuddin Khan Road, Karachi.	Mahboob	0345-8261996
75	0433	Journalist Soicety - Hyd	Plot No.9, Journalists Co-operative Housing Society, Near Central Jail, Hyderabad.	Ashiq Hussain	0300-3020560
76	0808	Kohat	Shop Nos. 889 to 896 , near Lari Adda, Hango Road, Kohat,	Azfal Khan	0300-5878739
77	0134	Nasirabad	Shop Nos.1 to 8, Madina Shopping Centre, Mohallah Kathia Bazar, Badah Road, Nasirabad, District Kamber Shahdadkot.	Ghulam Serwar Mirani	0333-7538736
78	0364	Cattle (Bhens Colony)	Plot No. 217, Block-A, Cattle Colony, Landhi, Karachi.	Ijaz Sheikh	0300-2087981
79	5801	Ashraf Road Peshawar Branch	Sarai No.CD-135, Near Rampura Gate, Ashraf road Peshawar.	Shahid Ismail Khan	0344-9222333
80	0666	Mouza Gojra Branch	Khasra No. 12/22/2, Mouza Gojra, Tehsil Malakwal District Mandi Bahauddin.	Azam Gondal	0300-6002828
81	0432	Ghari Khata (Temporary)	Shop No.CSF/C/1075,20, Qazi Qayoom, Road, Hyderabad	Abdul Aziz Shalwani	0322-3002462

82	0807	Village Meran	M/s Tandianwala sugar mills Mauza Meran, Tehsil and District Dera Ismail Khan	Zaka Ur Rehman	0336-5843323/ 0334-4113300
83	5603	Sahiwal Islamic Branch	Plot vide Khewat No.142, , Liaquat Road, Sahiwal.	Attiq Ur Rehman	0300-6931405
84	0664	Khanewal Branch	Plot vide khsra No.1743 near Meezan Bank, situated at Sir Syed Road ,Khanewal	Mohsin Abbas	065-2558804-06
85	0665	Kasur Branch	kharsa No.11-13R-1-D, Haji Fareed Road ,Tehsil & District Kasur	Mujtaba Ahmed	0334-4878009
86	0668	Ali Wala Branch	M/s Tandianwala sugar mills limited Mauza Ali Wala ,Tehsil district Muzaffar Garrh	Ahmed Nawaz	0662013819/0334-0199852
87	5602	Ghori Town Branch (Islamic)	Al-Zafar Plaza, Plot No.MC-16, Phase-4, Ghori Town, Tarlai Khurd, Tehsil & District Islamabad.	Jawaid Iqbal	0333-5223651
88	0339	Benazir University (Offsite ATM)	Benazir University, Faqir M. Dura Khan Rd, Lyari Karachi	Aijaz Ali Bugti	0300-2578483
89	0610	F & U Filling Station (Offsite ATM)	Main Highway Ashrafabad Bahawalpur.	Arif Ashraf Khan	0302-7472255
90	0338	Sun Set Club (Offsite ATM)	SUN SET Club DHA Karachi	Hafiz	0313-2717007
91	0408	Bulri Shah - Offsite ATM	Community Center / Hall, Main Bulri Shah Karim Road, District Tando Muhammad Khan	G. Mustafa	0333-2762208
92	0343	Razzakabad Offsite ATM	Shaheed Benazir Bhutto Police Training Center Razzakabad Bin Qasim Town Karachi.	Farhan	0300-3006154
93	0331	SSU Office Gulshan Off-site ATM	Special Security Unit SSU Police, opposite Civic Center Karachi	Saqib	0300-2255432
94	0312	Shah Faisal Colony (Offsite ATM)	SHAH FAISAL ZONE Adjacent Superior Science College Shah Faisal Colony, No.2, Karachi	Tahreem	0300-2354265
95	0369	DMC-HO-Gulshan (Offsite ATM)	Head Office DMC East: Block-14, Scheme No.24, Gulshan-e-Iqbal, Near Civic Center, Main University Road, Karachi	A. Qadir	0300-2389485

96	0310	DMC-Saddar Zone (Offsite ATM)	Saddar Zone Office: KRS Captain Sarwar Shaheed Road near Haqqani Chowk inside Khayal Das Park, Karachi	Ranjeet	300.2548251
97	0427	Sindh Revenue (Offsite ATM)	Sindh Revenue-Shahbaz Building - Hyderabad	Amir	0335-3355705
98	0127	Sukkur (Offsite ATM)	Board of Intermediate and Secondary Education Sukkur , Sindh.	Allah Bux	0334-2725347
99	0109	Sehwan(Offsite ATM)	Sehwan Restaurant & Hotel Sehwan Divine, Bye-Pass Indus High Way, Sehwan Sharif, Distt. Jamshoro	Nazar	0301-3593941
100		1-Link DR (Excluding PTCL as per SBP Instruction)	PTCL data Center , Dhania Singh Road , Wafaqi Colony Lahore	Sadaqat Younas	0300-4792750
101	5901	Dadyal	City Centre, Plot No.108 & 109, Dadyal Hamlet, District Mirpur Azad Kashmir.	Mr. Majid Ali	05827-463700-02
102	0904	Rawalakot	Plot No.D-20, Housing Scheme Rawalakot.	Nabeel Gilani	05824-442571-72
103	0678	Janpur	Khewat No.128, Near High School KLP Road, Janpur, Tehsil Liaquatpur, District Rahim Yar Khan	Riaz Ahmed	0300-6731485
104	0372	Dr. Ziauddin Road, Karachi	Imperial Court, Dr. Ziauddin Ahmed Road.	Ishfaque Soomro	021-35642102
105	0371	Nishtar Road, Karachi	Plot No.61/2, Harchandrai Vishindas Quarters, Lawrence Road/ Nishter Road, Karachi.	Mohsin Rahu	0321-7867110
106	0374	Shah Faisal Colony, Karachi	CB-52, Al Flah Co-operative Housing Society, Drigh Colony, Karachi.	Javed Ali	0335-3734712
107	0373	Karachi University (Inside Campus)	Karachi University	Ishfaque Soomro	021-35642102
108	0680	Daroghawala, Lahore	Plot No.449/289, Main G.T. Road, Hadbast Mouza Masoodanpura, Daroghawala Lahore.	M.Usman Ali	0341-4002100

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109	0683	Village Hujra, Shah Muqeem (RUA)	Hujra Road, near Gillani Marriage Hall, Hujra Shah Muqeem, Tehsil Deepalpur, District Okara.	M.Usman Ali	0341-4002100
110	0681	Shahdara, Lahore	Shop3. 1 &2, Malik Market, Butt Stop, Yousuf Park, Sheikhpura Road, Shahdara, Lahore.	M.Usman Ali	0341-4002100
111	0682	Bank Square Model Town, Lahore	88 – Bank Square Model Town, Lahore	M.Usman Ali	0341-4002100
112		Airport Road Quetta (Islamic)	Shah Plaza, Carneer Sherdil Mouza, Air Port Road Quetta	Munir Ahmed	081-2865683
113	0438	Mirpur Bathoro District Sujawal (RUA)		Kashif Memon	0300-2360172
114	0348	Creek Club (Offsite ATM)	Defence Authority Creek Club Zulfiqar Street no.1 Phase VIII DHA	Rashid Ali	0321-8652936

**ANNEXURE “I”**

**14. 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.

**AFFIDAVIT**

**COMMISSIONER FOR TAKING**