

SNDB/COK/ADMIN/TD/1006/2018

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Sindh Bank Limited

Tender Document

Supply & Installation of 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/. 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/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 /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
Total Marks		100		Qualified / Disqualified

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 communication links in its 146 countrywide branches (List of Branches/Locations attached as Annexure "H"), details are as follows:

Technical Requirement	
Requirement of Communication Link on Fiber Optics/Radio	
1	Connectivity Required For 146 Branches/Sites: (List Attached as Annexure H)
1.1	<p>SNDB require Fiber Optic/ 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 146 branches with Aggregation site at Karachi, DR(Disaster Recovery) site at Lahore and CCTV control room at Preedy Street.</p> <p>Bidder should quote for all/maximum branches where Fiber/ Radio is available however bidder quoting less than 132 branches/sites on Fiber/Radio will not be considered and disqualified from the very outset. Out of total quoted branches at least 106 branches/sites must be on fiber optics to achieve lowest latency. However where radio link is provided, bidder shall ensure that latency of radio links should not exceed 60milli seconds from branch to aggregation side.</p> <p>This is to be used as primary link .Our backup link is on Fiber Optics/ Radio in routine. This primary link shall remain up at all the time.</p> <p>To maximize availability of the links vendor who has already provided backup link for the branch /site will not be allowed to provide primary link for the same branch/site.</p> <p>Ethernet interfaces should be provided at both sides i.e Branches and Aggregation sides.</p>
1.2	<p>Appropriate links on metro fiber (buried) for Aggregation Sites shall be provided at SNDB Office Karachi, SNDB DR Site Lahore & CCTV control room.</p> <p>Aggregation, DR Site & CCTV Control room 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, DR Site & CCTV control room are as follows:</p> <p><u>Aggregation Site:</u></p> <p>Sindh Bank IT Division, 3rd Floor Federation House, Karachi.</p> <p><u>DR (Disaster Recovery) Site:</u></p> <p>Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A, Lahore Cantt. Lahore.</p> <p><u>CCTV Control Room :</u></p> <p>Property # 326/2, Artillery Maidan, Preedy Street, Saddar, Karachi</p> <p>Location of 146 branches/sites are attached in tender document as Annexure H</p>

1.3	<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 & lodging of its engineering/support team at all sites without any additional cost to SNDB.</p> <p>Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan.</p>
1.4	<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>Bidder should provide visibility of services offered on monitoring system / NMS.</p> <p>Link must have the capability of data bandwidth up gradation for future expansion requirements.</p> <p>In case branch is shifted from one location to other location within city. Vendor will be responsible to move the link to other location without any additional cost to bank.</p>
1.5	<p>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.</p>

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.

Sindh Bank reserves the right to ask for demo connectivity b/w Sindhbank's aggregation site and any existing branch/site/location. Fail to provide the demo link will lead to disqualification.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

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

S#	Code	Branches/Locations	Media Fiber or Radio (Specify Only One)	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	1Link	1-link Primary Data Center			
2	0677	VILLAGE MINHALA LAHORE			
3	0653	MUGHAL PURA			
4	0654	FEROZEPUR ROAD			
5	0708	SIRKI ROAD QUETTA			
6	0105	NAUSHAHRO FERAZ			
7	0129	KANDIARO			
8	0131	UBARO			
9	0406	TANDO ADAM			
10	0419	UMERKOT			
11	0663	DAVIS ROAD , LAHORE			
12	5301	KHAYABAN-E-ITTEHAD ISLAMIC BANKING			
13	0311	GIZRI			
14	0323	JAMSHED QUARTER			
15	0333	MOHAMMAD ALI SOCIETY			
16	0319	NORTH KARACHI INDUSTRIAL AREA			
17	0325	DHORAJEE			
18	0332	KARACHI ADMINISTRATION SOCIETY			
19	0326	SHAHEED-E-MILLAT ROAD			
20	0338	DHA Phase-IV			
21	0343	GULSHAN-E-HADEED			
22	0345	LANDHI			
23	0349	GARDEN EAST			
24	0348	KHAYABAN-E-ITTEHAD			
25	0355	NORTH NAZIMABAD			
26	0354	KHAYABAN-E-SHAHBAZ			
27	0356	SAFOORA GOTH			
28	0353	PECHS COMMERCIAL AREA			
29	0612	MAIN BOULEVARD GULBERG , LAHORE			
30	0614	JOHAR TOWN , LAHORE			
31	0613	ALLAMA IQBAL TOWN , LAHORE			
32	0118	KASHMORE			

Sindh Bank Limited
Tender Document – Supply & Installation of Communication Link

33	0115	DAHARKI			
34	0617	E-11 , ISLAMABAD			
35	0627	PWD HOUSING SOCIETY ISLAMABAD			
36	0616	LALAMUSA			
37	0321	GOLE MARKET			
38	0619	RAJA BAZAR , RAWALPINDI			
39	0804	ABBOTTABAD			
40	0324	NORTH NAPIER ROAD			
41	0315	TIMBER MARKET			
42	0330	LIAQUATABAD			
43	0329	BUFFERZONE NAGAN CHOWRANGI			
44	0802	G.T. ROAD PESHAWAR			
45	0631	DERA GHAZI KHAN			
46	0415	MATIARI			
47	0620	MUREE ROAD , RAWALPINDI			
48	0103	PANO AQIL			
49	0111	RATODERO			
50	0334	SOHRAB GOTH			
51	0116	MIRPUR MATHELO			
52	0632	JANDIALA DHABWALA			
53	0629	VILLAGE KAHNA			
54	0336	STOCK EXCHANGE , KARACHI			
55	0122	MEHAR			
56	0337	GULSHAN-E-MAYMAR			
57	0120	ROHRI			
58	0421	MORO			
59	0340	SHERSHAH			
60	0630	RAHIM YAR KHAN			
61	0637	SIALKOT			
62	0638	MULTAN			
63	0625	TARAMARI ISLAMABAD			
64	0119	JACOBABAD			
65	0641	PECO ROAD LAHORE			
66	0635	JEHLUM			
67	0639	KALRA KHASA			
68	0346	WEST WHARF			
69	0644	OKARA			
70	0645	MOHLANWAL			
71	0642	MORR AIMANABAD			
72	0670	WAPDA TOWN LAHORE			
73	0123	QAMBAR BRANCH			
74	3021	SIR SYED HOSPITAL – SUB BRANCH			
75	0418	LATIFABAD HYDERABAD			
76	3031	SINDH SECRETARIAT – SUB BRANCH			

77	0422	SAJAWAL			
78	0805	KARKHANO MARKET , PESHAWAR			
79	0646	PESHAWAR ROAD RAWLPINDI			
80	0703	CHAMAN			
81	0803	UNIVERSITY ROAD PESHAWAR			
82	0352	MEHMOODABAD			
83	0425	SAEEDABAD			
84	0424	SAKRAND			
85	0126	KHAIRPUR NATHAN SHAH			
86	0127	MILITARY ROAD SUKKUR			
87	0426	MARKET AREA, HYDERABAD			
88	0427	CITIZEN COLONY, HYDERABAD			
89	0431	JAMSHORO			
90	0130	QAZI AHMED			
91	0707	HUB			
92	0650	CHICHAWATNI			
93	0659	TOBA TEK SINGh			
94	0651	WAH CANTT RAWALPINDI			
95	0806	HAYATABAD, PESHAWAR			
96	0409	BADIN			
97	0429	GHARO			
98	0367	RASHID MINHAS ROAD			
99	0370	MALIR CITY			
100	0368	KARIMABAD			
101	0369	CIVIC CENTER			
102	5302	MODEL COLONY (ISLAMIC)			
103	5303	ALLAMA SHABBIR AHMED USMANI ROAD (ISLAMIC)			
104	0437	MATLI DISTRICT BADIN			
105	0671	FAISAL TOWN			
106	0676	CHAKWAL			
107	0672	HAROONABAD			
108	0679	HAVELI LAKHA, DISTRICT OKARA			
109	0673	DEPALPUR			
110	0675	FATEH JANG			
111	5605	KACHEHRI ROAD, GUJRAT (ISLAMIC)			
112	5607	EIDGAH ROAD, BAHAWALPUR (ISLAMIC BR)			
113	5606	SHEIKHUPURA (ISLAMIC)			
114	0674	F-11 MARKAZ, ISLAMABAD			
115	5802	MARDAN (ISLAMIC BR)			
116	0328	NEW CHALLI			
117	0309	PREEDY STREET, SADDAR			
118	0621	CIRCULAR ROAD , LAHORE			
119	0320	WATER PUMP			

120	0314	SITE			
121	0615	SARGODHA			
122	0322	M.A. JINNAH ROAD , KARACHI			
123	0317	NEW KARACHI			
124	0335	GULISTAN-E-JOHAR			
125	0622	LIDHAR			
126	0626	VILLAGE MANGA MANDI			
127	0339	LEA MARKET , KARACHI			
128	0342	PIB COLONY			
129	0636	FAISALABAD			
130	0624	WALTON ROAD LAHORE			
131	0331	UNIVERSITY ROAD , GULSHAN-E-IQBAL			
132	0347	METROVILLE			
133	0669	MAIN BOULEVARD DHA LAHORE			
134	0647	MIAN CHANNU			
135	0705	DERA MURAD JAMALI			
136	0628	SHAHRAH-E-FATIMA JINNAH			
137	0606 (Off Site ATM)	GHURKI Off-Site ATM			
138	0357	DHA PHASE-II			
139	0358	PIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY			
140	0660	GAGGO MANDI			
141	5604	SAMANABAD, LAHORE (ISLAMIC)			
142	0341	BAHADURSHAH ZAFAR MARKET			
143	0652	DHA PHASE-V, LAHORE			
144	0655	RAIWIND LAHORE			
145	0136	KHANPUR MAHAR, DISTT. GHOTKI			
146	0135	STATION ROAD LARKANA			
		Aggregation Site Khi	Nil	Nil	Nil
		DR Site Lhr	Nil	Nil	Nil
		CCTV Control Room	Nil	Nil	Nil
Sub Total					
Grand Total (A+B)					
*Lowest Evaluation Cost = <u>Sub Total 'A' + (Sub Total 'B' x 12)</u>					
No. of Branches					

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: _____, 2018

To,

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

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

We 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 _____ 2018.

[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 ____ 2018.

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure “C”

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 2018 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

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

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

This guarantee is valid until the _____ day of _____ 2018.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “D”

9. INTEGRITY PACT

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

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

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

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

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

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Annexure “E”

10. SCHEDULE OF OPENING AND SUBMISSION OF BID

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

Annexure “F”

11. FORM OF CONTRACT (Non-Disclosure Agreement)

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

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

1. The Effective Date of this Agreement is _____ 2018.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

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

10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

12. CONTRACT AGREEMENT

Annexure "G"

This Agreement is made on this ____th day of _____ 2019 ('Effective Date'),

Between

Sindh Bank Limited a banking company incorporated under the laws of Pakistan, having its head office at 3rd Floor, Federation House, Clifton, Karachi (hereinafter called the 'Bank' / 'Purchaser')

And

_____ a partner concerned, having its Registered office at _____ (hereinafter called the 'Vendor').

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/ Radio Communication Links with 2Mbps CIR data link for ____ branches with Aggregation site Karachi, DR site Lahore & CCTV control room 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	Media Fiber or Radio (Specify Only One)	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	1Link	1-link Primary Data Center			
2	0677	VILLAGE MINHALA LAHORE			
3	0653	MUGHAL PURA			
4	0654	FEROZEPUR ROAD			
5	0708	SIRKI ROAD QUETTA			
6	0105	NAUSHAHRO FERAZ			
7	0129	KANDIARO			
8	0131	UBARO			
9	0406	TANDO ADAM			
10	0419	UMERKOT			
11	0663	DAVIS ROAD , LAHORE			
12	5301	KHAYABAN-E-ITTEHAD ISLAMIC BANKING			
13	0311	GIZRI			

14	0323	JAMSHED QUARTER			
15	0333	MOHAMMAD ALI SOCIETY			
16	0319	NORTH KARACHI INDUSTRIAL AREA			
17	0325	DHORAJEE			
18	0332	KARACHI ADMINISTRATION SOCIETY			
19	0326	SHAHEED-E-MILLAT ROAD			
20	0338	DHA Phase-IV			
21	0343	GULSHAN-E-HADEED			
22	0345	LANDHI			
23	0349	GARDEN EAST			
24	0348	KHAYABAN-E-ITTEHAD			
25	0355	NORTH NAZIMABAD			
26	0354	KHAYABAN-E-SHAHBAZ			
27	0356	SAFOORA GOTH			
28	0353	PECHS COMMERCIAL AREA			
29	0612	MAIN BOULEVARD GULBERG , LAHORE			
30	0614	JOHAR TOWN , LAHORE			
31	0613	ALLAMA IQBAL TOWN , LAHORE			
32	0118	KASHMORE			
33	0115	DAHARKI			
34	0617	E-11 , ISLAMABAD			
35	0627	PWD HOUSING SOCIETY ISLAMABAD			
36	0616	LALAMUSA			
37	0321	GOLE MARKET			
38	0619	RAJA BAZAR , RAWALPINDI			
39	0804	ABBOTTABAD			
40	0324	NORTH NAPIER ROAD			
41	0315	TIMBER MARKET			
42	0330	LIAQUATABAD			
43	0329	BUFFERZONE NAGAN CHOWRANGI			
44	0802	G.T. ROAD PESHAWAR			
45	0631	DERA GHAZI KHAN			
46	0415	MATIARI			
47	0620	MUREE ROAD , RAWALPINDI			
48	0103	PANO AQIL			
49	0111	RATODERO			
50	0334	SOHRAB GOTH			
51	0116	MIRPUR MATHELO			
52	0632	JANDIALA DHABWALA			
53	0629	VILLAGE KAHNA			
54	0336	STOCK EXCHANGE , KARACHI			
55	0122	MEHAR			
56	0337	GULSHAN-E-MAYMAR			

Sindh Bank Limited
Tender Document – Supply & Installation of Communication Link

57	0120	ROHRI			
58	0421	MORO			
59	0340	SHERSHAH			
60	0630	RAHIM YAR KHAN			
61	0637	SIALKOT			
62	0638	MULTAN			
63	0625	TARAMARI ISLAMABAD			
64	0119	JACOBABAD			
65	0641	PECO ROAD LAHORE			
66	0635	JEHLUM			
67	0639	KALRA KHASA			
68	0346	WEST WHARF			
69	0644	OKARA			
70	0645	MOHLANWAL			
71	0642	MORR AIMANABAD			
72	0670	WAPDA TOWN LAHORE			
73	0123	QAMBAR BRANCH			
74	3021	SIR SYED HOSPITAL – SUB BRANCH			
75	0418	LATIFABAD HYDERABAD			
76	3031	SINDH SECRETARIAT – SUB BRANCH			
77	0422	SAJAWAL			
78	0805	KARKHANO MARKET , PESHAWAR			
79	0646	PESHAWAR ROAD RAWLPINDI			
80	0703	CHAMAN			
81	0803	UNIVERSITY ROAD PESHAWAR			
82	0352	MEHMOODABAD			
83	0425	SAEEDABAD			
84	0424	SAKRAND			
85	0126	KHAIRPUR NATHAN SHAH			
86	0127	MILITARY ROAD SUKKUR			
87	0426	MARKET AREA, HYDERABAD			
88	0427	CITIZEN COLONY, HYDERABAD			
89	0431	JAMSHORO			
90	0130	QAZI AHMED			
91	0707	HUB			
92	0650	CHICHAWATNI			
93	0659	TOBA TEK SINGh			
94	0651	WAH CANTT RAWALPINDI			
95	0806	HAYATABAD, PESHAWAR			
96	0409	BADIN			
97	0429	GHARO			
98	0367	RASHID MINHAS ROAD			
99	0370	MALIR CITY			
100	0368	KARIMABAD			

101	0369	CIVIC CENTER			
102	5302	MODEL COLONY (ISLAMIC)			
103	5303	ALLAMA SHABBIR AHMED USMANI ROAD (ISLAMIC)			
104	0437	MATLI DISTRICT BADIN			
105	0671	FAISAL TOWN			
106	0676	CHAKWAL			
107	0672	HAROONABAD			
108	0679	HAVELI LAKHA, DISTRICT OKARA			
109	0673	DEPALPUR			
110	0675	FATEH JANG			
111	5605	KACHEHRI ROAD, GUJRAT (ISLAMIC)			
112	5607	EIDGAH ROAD, BAHAWALPUR (ISLAMIC BR)			
113	5606	SHEIKHUPURA (ISLAMIC)			
114	0674	F-11 MARKAZ, ISLAMABAD			
115	5802	MARDAN (ISLAMIC BR)			
116	0328	NEW CHALLI			
117	0309	PREEDY STREET, SADDAR			
118	0621	CIRCULAR ROAD , LAHORE			
119	0320	WATER PUMP			
120	0314	SITE			
121	0615	SARGODHA			
122	0322	M.A. JINNAH ROAD , KARACHI			
123	0317	NEW KARACHI			
124	0335	GULISTAN-E-JOHAR			
125	0622	LIDHAR			
126	0626	VILLAGE MANGA MANDI			
127	0339	LEA MARKET , KARACHI			
128	0342	PIB COLONY			
129	0636	FAISALABAD			
130	0624	WALTON ROAD LAHORE			
131	0331	UNIVERSITY ROAD , GULSHAN-E-IQBAL			
132	0347	METROVILLE			
133	0669	MAIN BOULEVARD DHA LAHORE			
134	0647	MIAN CHANNU			
135	0705	DERA MURAD JAMALI			
136	0628	SHAHRAH-E-FATIMA JINNAH			
137	0606 (Off Site ATM)	GHURKI Off-Site ATM			
138	0357	DHA PHASE-II			
139	0358	PIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY			
140	0660	GAGGO MANDI			
141	5604	SAMANABAD, LAHORE (ISLAMIC)			
142	0341	BAHADURSHAH ZAFAR MARKET			

143	0652	DHA PHASE-V, LAHORE			
144	0655	RAIWIND LAHORE			
145	0136	KHANPUR MAHAR, DISTT. GHOTKI			
146	0135	STATION ROAD LARKANA			
		Aggregation Site Khi	Nil	Nil	Nil
		DR Site Lhr	Nil	Nil	Nil
		CCTV Control Room	Nil	Nil	Nil
Sub Total					
Grand Total (A+B)					
*Lowest Evaluation Cost = <u>Sub Total 'A' + (Sub Total 'B' x 12)</u>					
No. of Branches					

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. In case of increase/decrease of further levy of any taxes and duties from existing levied taxes/duties, during the term of this agreement the enhanced/changed tax/duty amount will be adjusted, accordingly.
4. 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
5. 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 1st link installation /provisioning till the Effective Date shall be payable within 30 days.
6. Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis. Effective from when circuits gets commissioned in 2019, 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, .

7. 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.
8. 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.
9. 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.
10. 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
11. 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.
12. 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.
13. 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. .
14.
 - 14.1 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;

14.2 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.

14.3 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.

15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.

21. CONFIDENTIALITY

- i. **Confidential Information.** For the purposes of this Agreement, the term “Confidential Information” shall mean any information comes in possession of Vendor and its personnel during normal course of business / Services shall be the property of the bank at all times and / or any of the bank’s communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked “confidential” or “proprietary,” or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by Vendor.
- ii. Vendor acknowledges that the bank is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, Vendor shall not disclose any data, information or other affairs of bank’s customers which may come to the knowledge of Vendor in providing the above services. Vendor undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of Vendor under this Agreement.
- iii. In the event of breach of this clause, Vendor shall be liable to pay damages to the bank and indemnifies the bank against any injury arising out of any breach of this clause by the bank.
- iv. This clause shall survive termination of the Agreement.

22. INDEMNIFICATION.

- i. Vendor (the “Indemnifier”) agrees that it shall indemnify, defend, and hold harmless the bank and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier’s performance under this Agreement).
- ii. This Article shall survive termination of this Agreement.

23. Ensuring Access to SBP

Vendor and bank will that the State Bank of Pakistan is provided necessary access to the documentation and accounting records in relation to the outsourced activities and right to conduct on-site to Vendor, if required.

Further Clauses for 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 issued by the Bank to the vendor for its unsatisfactory current performance.

24. 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.

25. 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

Witness:

Signature _____

Name _____

Designation _____

Address _____

Stamp

Witness:

Signature _____

Name _____

Designation _____

Address _____

3. LIST OF BRANCHES

Annexure "H"

S.no	Br. Code	Branch Name	Address	POC		
1	1Link	1-link Primary Data Center	1-Link Primary Data Center, at PTCL Commercial Datacenter, I.I. Chundriagar Road, Karachi.	Noman Mohsin	111-115-465	0333-3432522
2	0677	VILLAGE MINHALA LAHORE	Village Minhala, Main Road, Near Govt. Higher Secondary School, Tehsil Shalamar, District Lahore	Mr. Zahid Abbad – Br. Manager	042-36590663	0300-8036716
3	0653	MUGHAL PURA	Plot No.13, Street No.17, Khasra No.2218/1177, Near Lalpul, Mughalpur, Lahore.	Mr. Saleem Ahmed - Branch Manager	042-36524972-74	0333-4506192
4	0654	FEROZEPUR ROAD	Plot # S-86-R-79, 79/2, Main Ferozepur Road, Ichra, Lahore.	Mr. Muhammad Afzal Sheikh – Chief Manager	042-37428322-5	0321-7777095
5	0708	SIRKI ROAD QUETTA	Plot No.C-48-A, Small Industrial Estate, Sirki Road, Quetta	Mr. Muhammad Umer – Br. Manager	081-2472521	0333-7851550
6	0105	NAUSHAHRO FERAZ	Property Jaryan No. 185/28-5-2005, Deh Survey No.137, Main Naushahro Feroz Road Opposite National Savings Centre Taluka Naushahro Feroz	Mr. Mukhtiar Ali Chandio – Br. Manager	0242-481550	0300-3032260
7	0129	KANDIARO	Jaryan No.1588, Opposite Zarai Taraqati Bank Ltd., Hospital Road, Taluka Kandiaro, District Naushahro Feroz	Mr. Saeed Nawaz Shaikh – Acting Br. Manager	0242-449946	0300-3129119
8	0131	UBARO	Survey No.714 & 772 ,T.C. No. 1324 of Deh. Tapo ,Town & Taluka Ubaro District Ghotki	Mr. Mahtab Hussain – Branch Manager	0723-688063-4	0333-7225725
9	0406	TANDO ADAM	Shop No.1,2,3, Prime Tower, Hogani Colony, Hyderabad Road, Tando Adam	Mr. Dildar Samo – Officiating Manager	0235-571281-82	0313-3345578
10	0419	UMERKOT	Plot No.52, Survey No.111, Umerkot Nagori Society, Tehsil & District Umerkot	Mr. Shafi Muhammad – Br. Branch	0238-920339	0238-920340
11	0663	DAVIS ROAD , LAHORE	Escorts House, 28-Davis Road, Lahore	Syed Kafeel Ahmed – Branch Manager	042-36297740	0333-4225603
12	5301	KHAYABAN-E-ITTEHAD ISLAMIC BANKING	Plot No.13-C Phase II Extention Khayaban e Ittehad - Karachi	Mr. Faisal Haroon Badshah – Br. Manager	021-35316805	0321-2997715
13	0311	GIZRI	Commercial Plot No. G-1/2 & 23, Lower Gizri Bazar Area, Clifton Cantonment, Karachi	Mr. Sandeep Kumar – Officiating Br Manager	021-35862714	021-35862713
14	0323	JAMSHED QUARTER	Plot No. 710/6, House # 13/b, Jamshed Quarters, Karachi	Mr. Ghulam Hussain Abro – VP/Chief Manager	021-34911841	0300-3532297
15	0333	MOHAMMAD ALI SOCIETY	Plot No.39/F, M.A.M.C.H. Society Karachi	Mr. Imran Shaikh – Officiating Br. Manager	021-34168112	0331-2834088

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16	0319	NORTH KARACHI INDUSTRIAL AREA	1/1, Sector 12-A, North Karachi Industrial Area, Karachi	Mr. Muhammad Haneef Khan, VP/Chief Manager	021-36963174	0333-3753841
17	0325	DHORAJEE	Plot No.35/243, Block No.7&8, C.P.Berar Cooperative Housing Society, Dhorajee Colony, Karachi	Mr. Muhammad Ali – VP/Acting Area Manager	021-34891246	0307-2103639
18	0332	KARACHI ADMINISTRATION SOCIETY	Plot No. SA/90, block-8, KAECHS Society, Opp: Shaheed-e-Millat Road, Karachi	Ms. Azra Arif Akram – Branch Manager	021-34300432	0300-8243543
19	0326	SHAHEED-E-MILLAT ROAD	Showroom No G-01, Sagar Heights, Plot No,3/3, Block-3 , M.S.G.P Co-Operative Housing Society, Shaheed-e-Millat Road, Karachi.	Mr, Ayaz Ahmed Jagirani – Branch Manager	021-34373972	0300-3115988
20	0338	DHA Phase-IV	Shop # 1,2,3, and 4, Plot # III, 9th Commercial Street, Phase - IV, DHA, Clifton Cantonment, Karachi.	Mr. Muhammad Khan Chand – Branch Manager	021-35313005	0300-2202685
21	0343	GULSHAN-E-HADEED	Plot # C-53, Phase-I, Gulshan-e-Hadeed, Karachi	Mr. Fahim Ahmed Khan Officiating Manager	021-34715101	0333-3913625
22	0345	LANDHI	Sindh Bank Quarter # 14/10, Block-5 D, Landhi Township, Karachi	Mr. Manzar – Br. Manager	021-35046151	0334-6121150
23	0349	GARDEN EAST	Sindh Bank Shop # 2 & 3, Seven Stars Residency, Plot # GRE-491/2-B, Garden East Quarters, Karachi	Mr. Murad Mehdi – Acting Br Manager	021-32243481	0322-2129536
24	0348	KHAYABAN-E-ITTEHAD	Plot No.128-N, Muslim Commercial Area, Khayaban-e-Ittehad, DHA, Phase-VI, Karachi.	Mr. Noor Mustafa Brohi – Officiating BM	021-35846658	0301-3297594
25	0355	NORTH NAZIMABAD	Plot No. B-65, Block-L, Improvement Scheme No.2, North Nazimabad, Karachi.	Ms. Saira Suqrat Ahmad – Br. Manager	021-36725893	0334-3423202
26	0354	KHAYABAN-E-SHAHBAZ	Shop No.1 & 2, Plot No.11-C, Shahbaz Lane-2, Phase-VI, Pakistan Defence Officers Housing Authority, Karachi.	Ms. Najia Zulfiqar Ali – Officiating Br. Manager	021-35855724-5	0300-2018840
27	0356	SAFOORA GOTH	Show Room No.2, Euro Heights, Plot No.SB-23, Block-7, KDA Scheme No.36, Gulistan-e-Jauhar, Karachi.	Mr. Sudheer Ahmed Bhutto – Br. Manager	021-346639	0300-3603573
28	0353	PECHS COMMERCIAL AREA	Shop No.3 & 4, Dawood Apartments, Plot No.187-3A, Block-2, PECHS, Karachi	Mr. Jalil-ul Qader – Branch Manager	021-34529071	0301-2393902
29	0612	MAIN BOULEVARD GULBERG , LAHORE	61 Main Boulevard Gulberg, Lahore	Ms. Shazia Andleeb – SVP/Chief Manager	042-99268880	0321-4404407
30	0614	JOHAR TOWN , LAHORE	Plot No.7, Block-B, M.A. Johar Town Scheme, Lahore	Mr. Khalid Mahmood – BM	042-35172833-35	042-35172835
31	0613	ALLAMA IQBAL TOWN , LAHORE	Plot No. 503, Block Karim (Commercial) of Allama Iqbal Town Scheme, Lahore.	Mr. Arif Manzoor Qureshi – Br. Manager	042-35295581-3	0300-8528104

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32	0118	KASHMORE	Jaryan No.874, Main Kashmore Kandhkot Road District Kashmore Kandhkot	Mr. Abdul Majid Khoso – BM/Area Manager	0722-576325	0333-7366770
33	0115	DAHARKI	Property Survey No.446, situated in Deh Dharki Tapo Daharki, Taluka Daharki, District Ghotki.	Mr. Sarfraz Lashari – Acting Manager	0723-641450-4	0333-7448838
34	0617	E-11 , ISLAMABAD	Property Islamabad Gardens, Commercial Plot No.01, Sector E-11/3, MPCHS, Islamabad.	Mr. Humayun Khan – Branch Manager	051-2318105	0345-2452567
35	0627	PWD HOUSING SOCIETY ISLAMABAD	Plot no. 3, Civic Centre, Block-A, PWD Housing Society, Islamabad	Mr. Zeeshan Mirza – Officiating Br. Manager.	051-5970735	0332-5177001
36	0616	LALAMUSA	Property No. 1/123 Tehsil Kharian, Opp.Saddar Police Station, Lala Musa, District Gujrat	Mr. Asad Ali – Acting Br. Manager	053-7511422	0333-8516269
37	0321	GOLE MARKET	Plot No.16, Row No.18, Sub-Block F, in Block-III (III-f-18/16), situated at Nazimabad, Karachi	Mr. Muhammad Shahid – Br. Manager	021-36614461	0305-2569964
38	0619	RAJA BAZAR , RAWALPINDI	Property No.U/1328 Floor Mill situated at Dilgi Sahoi, Raja Bazar, Rawalpindi	Mr. Shafqat Ali Raja – Branch Manager	051-5778509	0333-5185533
39	0804	ABBOTTABAD	Property bearing No. 532,533,534 and 541 situated at Mansehra Road, Opposite Radio Pakistan, Abbottabad.	Syed Sajjad Hussain Shah - Branch Manager	0992-330391	0314-5003646
40	0324	NORTH NAPIER ROAD	Plot No.32/2 in the Survey No. NP-10 sub division of the original Plot No.32, Sheet no.10, Napier Quarters, Karachi	Mr. Qamber Ali Edenwala – Br. Manager	021-32526345	0343-2516772
41	0315	TIMBER MARKET	Plot Survey No.22 (Old Survey No.E-5/3-14), situated at Lawrance Quarter, Siddique Wahab Road, Timber Market, Karachi.	Mr. Khalid Farooq – Br. Manager	021-32751623	0300-2673913
42	0330	LIAQUATABAD	Plot No.2, Block-3, Machine Area, Survey Sheet No.7/9, Liaquatabad, Karachi.	Mr. Malik M. Lalani – Officiating Branch Manager	021-34856645	0300-7091227
43	0329	BUFFERZONE NAGAN CHOWRANGI	Plot No. 32, Category SC, Sector 11-H, North Karachi Township Scheme, Karachi.	Mr. Muhammad Tauqir Khan Ghori – Off. Br. Manager	021-36409291	0333-3444535
44	0802	G.T. ROAD PESHAWAR	Shop No.1 & 2 Jibran Adeel Plaza, Bilal Town, G.T. Road, Peshawar.	Mr. Shahroom – Branch Manager	091-2584452-3	0321-9018844
45	0631	DERA GHAZI KHAN	Property bearing Commercial Plot Khasra No.330, Khata No.226, Opposite Medical Collge, Jampur Road, Dera Ghazi Khan.	Ms. Nosheen Kanwal – Officiating BM	064-2471301	0334-1234111
46	0415	MATIARI	Plot No. 125, situated at Ward-A Town, opp NADRA officie, Matiari, District Hyderabad.	Mr. Meer Muhammad Suhag. Br. Manager	022-2760104	0300-3792664

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47	0620	MUREE ROAD , RAWALPINDI	K-583/1, Ch. Mouladad Khan Road, Main Murree Road, Rawalpindi.	Mr. Khalil Ahmed – Br. Manager	051-5781073	051-5781072
48	0103	PANO AQIL	Property Survey No.436 entry No.3993 & 3994 ,Deh and Tapo Panoakil Taluka Panoakil, District Sukkur.	Mr. Shakil Ahmed – Branch Manager	071-5692007	0301-3419878
49	0111	RATODERO	City Survey No.795/5, Ward “B”, Ratodero Bus Stands, Ratodero, District Larkana	Mr. Ghulam Shabir Jalbani – Br. Manager	074-4048471	074-4048470
50	0334	SOHRAB GOTH	Shop No.14/A, 14/B, 15/A & 15/B, situated on ground floor, Plot No.I/B/I/Y/G Al-Asif Square Sohrab Goth Karachi.	Mr. Arshad Hussain – Branch Manager	021-36370520	0333-2370664
51	0116	MIRPUR MATHELO	Plot No 24(2-01) Deh, Tapo Mirpur, Main Mirpur Mathelo Road, District Ghotki.	Mr. Ashfaq Hussain – Br. Manager	0723-663166	0300-3140047
52	0632	JANDIALA DHABWALA	Property Kheot No.216, Khatoni No.512-514, Jandiala Dhabwala, Near Motorway Police Office, District Gujranwala.	Mr. Muhammad Ikram – Br. Manager	055-6587172	0300-6402524
53	0629	VILLAGE KAHNA	Hakim Ghulam Hussain Colony, Mozoa Gajomata, Kahna, Tehsil Cantt. District Lahore	Mr. Rahat ul Ain Farooqui – Br. Manager	042-35270082	042-35270083
54	0336	STOCK EXCHANGE , KARACHI	Property Office No.142 and 143, on 3rd Floor, Stock Exchange Building, Karachi.	Shaikh Abdul Khalid – Branch Manager	021-32467891-2	0333-2335943
55	0122	MEHAR	Shop No.1086, Ward-A, Mehar, District Dadu.	Mr. Muhammad Aqeel Soomro – Branch Manager	0254-730601	0300-2656213
56	0337	GULSHAN-E- MAYMAR	Plot No. SB-016, Sector-Z, Sub- Sector –IV, Gulshan-e-Maymar, KDA Scheme –33, Karachi	Mr. Imran Khan – Officiating Br Manager	021-36832561	0332-2251104
57	0120	ROHRI	City Survey No.2181/6, Ward-B, Mohalla Kot Janullah Shah G.T. Road Rohri, District Sukkur	Mr. Zuhaib Asghar Jumani – Branch Manager	071-5810701	0311-3559665
58	0421	MORO	Ward No.14, Deh Moro adjacent Jamali Bunglows Moro District Nosharo Feroz	Mr. Badaruddin Jatoi – Acting Br. Manager	0242-410458	0242-410500-1
59	0340	SHERSHAH	Plot # D/95, Shop # A-1 & A-2, S.I.T.E. Area, Karachi	Mr. M. Yaqoob Samo – Branch Manager	021-32580000	0336-2646044
60	0630	RAHIM YAR KHAN	Plot No.24, Khata.No.353/1, Khatoni No.535/1, Model Town Rahim Yar Khan	Mr. Zeeshan Nazar – Acting Br. Manager	068-5877064	0301-6787094
61	0637	SIALKOT	Khasra No.834/2, Khatooni # 39, Khewat No.29, Shahab Pura Road, Near Masjid Tajdar-e- Madina, Sialkot.	Mr. Adeel Ishaq Sair – Br. Manager	052-3242701-3	0321-6101070
62	0638	MULTAN	64-Abdali Road Multan	Mr. Syed Hassan Abbas Rizvi – BM	061-4585207	0300-5178812
63	0625	TARAMARI ISLAMABAD	Main Lehtrar Road, Taramari Chowk, Islamabad	Mr. Jamil Akhtar – Branch Manager	051-2616001	0314-5160510

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64	0119	JACOBABAD	Property City Survey No.232, Ward-6, Quetta Road Jacobabad.	Mr. Bashir Mangi – Branch Manager	0722-652913-14	0331-3044388
65	0641	PECO ROAD LAHORE	Plot No.1-C/P-II, Phase-III, Main Peco Road Lahore	Mr. Mansoor Hussain Khawaja – Branch Manager	042-35970192	0333-4290850
66	0635	JEHLUM	Property No.17, Kohinoor Plaza, Survey No.225/226, old G.T. Road, Jehlum Chawny, Jehlum	Mr. Qamar Zaman Ch. Br. Manager	0544-622028	0333-5855497
67	0639	KALRA KHASA	G.T. Road, Near Vita Fan, Opposite G.F.C, Fan, Kalra Khasa Tehsil & Distt. Gujrat	Mr. Shahzad Mahmood – Ops Manager	053-3515175	0321-6896206
68	0346	WEST WHARF	Sindh Bank Plot # 20, Warehouse Area, West Wharf Road, Karachi	Mr. Abdul Khaleque Malik – Branch Manager	021-32330319	0300-2290728
69	0644	OKARA	Khasra # 52/12/1, Khewat # 428, Khatoni No.1085, M.A.Jinnah Road, Okara	Mr. Hassan Sharif – Acting Br.Manager	044-2511555	044-2511234
70	0645	MOHLANWAL	Rana Market Main Defense Road, Mohlan Wal Distt. Lahore	Qazi Saad Waqas Haider – Br. Manager	042-35966762	0333-6963830
71	0642	MORR AIMANABAD	Khasra No.1215/1 & 2, Khewat No.968, Khatoni No.1126, Main G.T. Road, Morr Aimanabad, Tehsil and District Gujranwala.	Mr. Amir Nadeem – Branch Manager	055-3263127	0300-6434114
72	0670	WAPDA TOWN LAHORE	Plaza No.12, Block-A-1, PECHS, Valencia (Commercial Area), Wapda Town, Lahore	Mr. Sheikh Asaf Nazir – Br. Manager	042-35224695-6	0322-8718777
73	0123	QAMBAR BRANCH	Property City Survey No.121 &122, Ward – B, situated at Shahi Bazar Station Road, Kamber	Mr. Kazim Hussain – Br. Manager	074-4211193	0333-7078167
74	3021	SIR SYED HOSPITAL – SUB BRANCH	Plot # 887, Block-A, Korangi Road, near KPT Interchange, Qayyumabad, Opposite DHA Phase-VII Ext., Karachi	Mr. Saeed Ahmed Khan – Br. Manager	021-35882591	0300-3248090
75	0418	LATIFABAD HYDERABAD	Plot No.06, Block “D” Unit.No. VII, Latifabad , Hyderabad	Mr. Ashiq Hussain Soomro – BM	022-3816373	0323-2701020
76	3031	SINDH SECRETARIAT – SUB BRANCH	Property at C.S. No. 409, AM-1, Artillery Maidan Quarter, Karachi	Mr. Bu Ali Khan – Branch Manager	021-32622045	0334-2455655
77	0422	SAJAWAL	Sajawal Branch, Plot No. CS-239/2 & 239/3, Mohalla Ward, Near UBL, Sajawal, District Thatta	Mr. Faraz Ahmed – Branch Manager	0298-510680	0333-2661556
78	0805	KARKHANO MARKET , PESHAWAR	Shop # 1-9 , 14-22, Block C Palace Plaza , Karkhano Market Regi Lalma Peshawar	Mr. Abdul Wahid – Br Manager	091-5893146	091-5893139
79	0646	PESHAWAR ROAD RAWLPINDI	Plot No.1211, Chur Harpal, Near Govt. College for Women, Peshawar Road, Rawalpindi	Mr. Abdul Qadeer - Officiating Manager	051-5492994	0346-5083379
80	0703	CHAMAN	Khasra No.1311 & 1312, Dularam Road, Chaman	Mr. Mohammad Naeem – Ops. Manager	0826-615415-6	0336-4191061

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81	0803	UNIVERSITY ROAD PESHAWAR	Khata No.179/661 & 662 New Khata, Jamabandi No.193/738, University Road, Peshawar.	Mr. Muhammad Zulqarnain – Branch Manager	091-5711606	0333-9158007
82	0352	MEHMOODABAD	Plot No.476 & 476/A, Survey No.609 & 609/A, MAC-II, Mehmoodabad, Karachi.	Mr. Qaiser Rehman Khan – Officiating Br.Manager	021-35319351-2	0332-2208007
83	0425	SAEEDABAD	Shops S.No.53/2-36, Taluka Saeedabad, District Matiari.	Mr. Imamuddin Jamali – Actg. BM	022-2767380	0301-2109731
84	0424	SAKRAND	Shop, vide Survey No.355/1-4, 356,357,364, Deh 25 Batho, Main Sakrand Road, Taluka Sakrand, District Shaheed Benazirabad.	Mr. Sikander Ali Memon – Branch Manager	0244-323392	0300-3239905
85	0126	KHAIRPUR NATHAN SHAH	Plot C-407-A, Town and Taluka Khaippurnathan Shah, District, Dadu.	Mr. Fakhur e Latif – Officiating Ops Br. Manager	0254-720527	0345-3848506
86	0127	MILITARY ROAD SUKKUR	Survey No.717, situated on Latifabad Military Road Sukkur	Mr. Zaheer Ahmed – Branch Manager	071-5633129	0300-2413738
87	0426	MARKET AREA, HYDERABAD	Shop C.S. No.A/1194, ward-A, situated at Market Road, Hyderabad.	Mr. Mansoor Ahmed Chandio – Br. Manager	022-2610706	0300-3115634
88	0427	CITIZEN COLONY, HYDERABAD	Shop No.3 to 7 Royal City, Citizen Colony, Jamshoro Road, Hyderabad	Mr. Himadullah Shaikh – Branch Manager	022-2100840	0300-3048988
89	0431	JAMSHORO	Plot No.A-133,Sindh University Employees Housing Society Phase-1 Deh Sonvalhar, Taluka Kotri Distt.Jamshoro	Mr. Syed Mukhtiar Shah – Br. Manager	022-2771710	0336-2836785
90	0130	QAZI AHMED	Survey No.313 Situated on National Highway, Qazi Ahmed, District Shaheed Benazirabad	Mr. Abdul Majeed Zardari – Br. Manager	0244-321585	0301-3897464
91	0707	HUB	Shop No.1 & 2, “International Shopping Mall & Hotal”, Mouza Baroot, Tehsil Hub, District Lasbela	Mr. Aijaz Ali Seelro – Branch Manager	0853-363910-11	0300-3405220
92	0650	CHICHAWATNI	Plot No. 376, Khewat No. 467, Khatoni No. 496, Ward No.B- , Main Bazar Chichawatni, Tehsil Chichawatni Distt Sahiwal	Mr. Syed Imran Haider Acting Manager	040-5482225-6	0300-3131222
93	0659	TOBA TEK SINGH	Khewat No.7/7Khatoni No.7 situated at Allama Iqbal Road Mahalla Janj Gar Toba Tek Singh	Mr. Mobin Zafar. Branch Manager	0462-512752	0301-7292792
94	0651	WAH CANTT RAWALPINDI	Plot No.82-A, Minar Road, Lala Rukh, Wah Cantt	Mr. Ali Zafar – Officiating BM	051-4531860-63	0300-5153227
95	0806	HAYATABAD, PESHAWAR	Commerical Unit NO. 13sector D-1 Phase 1, Bilal Commercial Market, Hayatabad Peshawar	Mr. Saeed Iqbal – Branch Manager	091-5823873	0321-9033055
96	0409	BADIN	Building Survey No.157 Jiryan No.28/25-4-95 situated at Hyderabad Road Main Bus Stop Badin. District Badin.	Mr. Khashif Hussain Khawaja – Br. Manager	0297-862035	0334-2053515

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97	0429	GHARO	Plot:- 193, Al Azam Plaza Gharo-1 Main National Highway Gharo, Distract Thatta.	Mr. Kashif Ahmed Memon – BM/Area Manager	0298-760224	0300-2360172
98	0367	RASHID MINHAS ROAD	Plot No. A-2, Shop No.S12 to S-15, Akbar Paradise, Block-A, National Cement Employees Cooperative Housing Society, Rashid Minhas Road, Karachi.	Mr. Shafiq Ahmed Chandio – Br. Manager	021-34834581	0300-2058343
99	0370	MALIR CITY	Plot No.46, Block-A, Malir Township, Near Atia Hospital, Karachi.	Mr. Jawaid Abbas – Branch Manager	021-34492291	0333-7803410
100	0368	KARIMABAD	C-23, Al-Habib Blessing, Block-4, Federal B Area, Karimabad, Karachi.	Ms. Afshan Kiran – Ops. Manager	021-36425545	0336-2044762
101	0369	CIVIC CENTER	Civic Centre, Gulshan-e-Iqbal, Karachi.	Mr. Muhammad Mofiz Khan – VP – Chief Manager	021-99232501	0300-2140613
102	5302	MODEL COLONY (ISLAMIC)	Plot No.9-1/2-A, Model Colony, Near National Saving Centr, District Malir, Karachi	Mr. Jawed Aslam Siddiqui – Branch Manager	021-34510021-23	0333-3205647
103	5303	ALLAMA SHABBIR AHMED USMANI ROAD (ISLAMIC)	Shop No.2,3, & 4, Shaheen Heights, Block-7, KDA Scheme No.24, Gulshan-e-Iqbal, Allama Shabbir Ahmed Usmani Road , Karachi.	Mr. Asif Mehmood BM	021-34833516	0345-2553088
104	0437	MATLI DISTRICT BADIN	Plot No.381/1, Unit-II, Category-II, Noor Hamd Nodakari Colony, Taluka Matli, District Badin.	Syed Najaf Ali Shah – Br. Manager	0297-840444	0300-3066136
105	0671	FAISAL TOWN	Plot No..25, Block-A, Faisal Town Scheme, Lahore.	Mr. Muhammad Razaq – Br. Manager	0543-542066-8	0333-5286557
106	0676	CHAKWAL	Plot vide khasra No.6150/2284, Khewat No.68, Talang Road, Chakwal.	Mr. Muhammad Razaq – Br. Manager	0543-542066-8	0333-5286557
107	0672	HAROONABAD	Plot No.1/7, Block-C, Bangla Road, Opposite Grain Market, Haroonabad, District Bahawalnagar.	Mr. Ahmad Hassan Sajid – Br. Manager	06322-50312	0300-7357940
108	0679	HAVELI LAKHA, DISTRICT OKARA	Khewat No.410/410, Khatoni No.526 to 542, Khasra No.35, Pakpatan Road, Haveli Lakha, Depalpur Tehsil, Okara District	Mr. Ikram Ahmad Wattoo – Officiating Ops.Manager	0444-775527-28	
109	0673	DEPALPUR	Khewat No.40, KhatoniNo.42, Khasra No. 79/16, Tehsil Depalpur, District Okara.	Mr. Sajid Ghaffar – Acting Manager	0444-541516	0345-4702212
110	0675	FATEH JANG	Shop No.1-5, Ward-6, Mouza Fateh Jang, District Attock.	Mr. Muhammad Fahim Nazir – Officiating BM	057-2212988	0321-5091872
111	5605	KACHEHRI ROAD, GUJRAT (ISLAMIC)	Khewat No.562,563,564,565, Nanwan Shah Pure, Kachehri Road, Gujrat.	Mr. Shahzad Mahmood – Officiating BM	053-3600071-73	0307-3290000
112	5607	EIDGAH ROAD, BAHAWALPUR (ISLAMIC BR)	Khata No.62/119, Srl No.410, Mouza Bahawalpur, Milad Chowk, Eidgah Road, Bahawalpur.	Mr. Muhammad Baber Khan – Br. Manager	062-2880857	0345-4164189

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113	5606	SHEIKHUPURA (ISLAMIC)	Shop No.V-4, S112, Ghalla Mandi, opposite Baldia Chowk, Sheikhpura.	Mr. M. Zahid-ul-Hassan – Branch Manager	056-370205	0345-4428482
114	0674	F-11 MARKAZ, ISLAMABAD	Plot No.39, Shops No.3-5, 18, & 19, Near Rahat Bakery, Markaz F-11, Islamabad	Mr. Hassan Tariq – Officiating BM	051-2224247	0300—5935007
115	5802	MARDAN (ISLAMIC BR)	Shop No.C-959/C.B 435/5, Mardan Cantt. Mardan.	Mr. Irfan Hoti – BM	0937-875344	0333-9552995
116	0328	NEW CHALLI	Property bearing # 37, Survey Sheet # SR-7, Serai Quarters, New Challi, Karachi.	Mr. Jameel Ahmed Ujjan – Ops. Mgr.	021-32623228	0300-3125973
117	0309	PREEDY STREET, SADDAR	Property # 326/2, Artillery Maidan, Preedy Street, Saddar, Karachi	Mr. Abdul Sattar - Branch Manager	021-32751704	0332-2297494
118	0621	CIRCULAR ROAD , LAHORE	Shop No.1, SE-38-R-55-D, Circular Road, Akbari Gate, Mozoa Nolakha, Lahore.	Mr. Shahid Wahab – Ops. Manager	042-37379402-3	0300-45172299
119	0320	WATER PUMP	Plot No. 9, Block-16, Scheme 16, F.B. Area Karachi	Mr. Husne-e-Kamil - Branch Manager	021-36372419	0333-2213867
120	0314	SITE	Property # B/9-B-2, Adjacent to Standard Chartered Bank, S.I.T.E, Karachi	Mr. Muhammad Shamim – VP-I/Branch Manager	36404032 33	0300-9235321
121	0615	SARGODHA	Railway Road branch, Prince Cinema Market, Sargodha	Mr. Mumtaz Amin Khan - Branch Manager	048-9230510	0300-6098003
122	0322	M.A. JINNAH ROAD , KARACHI	Shop No 13 / 14 /15 Ground Floor Amber medical center Opposite Gul Shopping Plaza M.A. Jinnah Road, Karachi	Mr. Mazhar Ashfaq – VP / BM	021-32710835	0333-2228621
123	0317	NEW KARACHI	Plot No. AS-24, Street No.3, Sector No.5-H North Karachi Township, Karachi.	Mr. Badaruddin Alam – Branch Manager	021-36949292	0332-3747830
124	0335	GULISTAN-E-JOHAR	Shop No.7&8, Casim Paradise, Block-18, Scheme-33, Gulistan-e-Johar Karachi.	Mr. Nazir Hussain channa – Branch Manager	021-34623030	0300-3417567
125	0622	LIDHAR	Property Khasra No.4024, Khatoni No.563/678, Village Lidhar Wagha town, Lahore Cantt. Lahore	Mr. Muhammad Tariq Awan – Branch Manager	042-37165307	
126	0626	VILLAGE MANGA MANDI	Near Javed High School, Multan Road, Manga Mandi, Tehsil & District Lahore.	Mr. Baqir Imam Zaidi – Br. Manager	042-35385062	0321-8467665
127	0339	LEA MARKET , KARACHI	Plot Survey No.2, Lea Quarters, Lea Market, Karachi.	Mr. Aijaz Ali Bugti – Branch Manager	021-32526863	0300-2578483
128	0342	PIB COLONY	Shop No.2, Plot No. 340, Pir Illahi Bux Co-oprative Housing Society Ltd., PIB Colony, Karachi	Mr. Amjad Shafi Khan – Ops. Manager	021-34860542-3	0300-3390143
129	0636	FAISALABAD	7-D, Ground Floor, Commercial Area, People Colony No.1, Faisalabad	Mr. Muhammad Khalid Usmani – Chief Manager	0418-711691-3	0300-7621304
130	0624	WALTON ROAD LAHORE	House No. E/48, Khasra No.2328/280, Kheot No.1, Khatoni No.537 , Super Town, Walton Road, District Lahore.	Mr. Usman Waheed Malik – Branch Manager	042-36626072	0323-8444766

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131	0331	UNIVERSITY ROAD , GULSHAN-E-IQBAL	Shop No.2 & 3 bearing Plot No.SB-13 Ground Floor, Gulshan Centre, Block No.13-C, Scheme 24, Gulshan-e-Iqbal Karachi	Mr. Atiquzzaman – Branch Manager	021-34826534	0333-2195722
132	0347	METROVILLE	Plot # F-5, Block-3, Category-B, KDA Scheme Metroville No. 1, SITE, Karachi	Mr. Muhammad Shakir – Br Manager	021-36696925	0333-2154425
133	0669	MAIN BOULEVARD DHA LAHORE	Shop # 4, Mujtaba Plaza , Near Adil Hospital Main Buliward DHA Lahore	Mr. Imran Gul – Branch Manager	042-36685800	0333-4257018
134	0647	MIAN CHANNU	Khewat No.635, Khatooni No.647, Timber Market, Johar Road, Near Bodla House, Mian Channu, Dis. Khanewal.	Mr. Ghulam Sabir Ramay – Br. Manager	065-2660227	0300-6344596
135	0705	DERA MURAD JAMALI	Khatoni # 3014, Block # 84, National High Way, Main Bazar, Dera Murad Jamali	Mr. Wali Muhamamd Attar - Branch Manager	0838-710135	0333-7335379
136	0628	SHAHRAH-E-FATIMA JINNAH	G-4, G-12 & 13, 33- Queens Centre, Queens Road Lahore	Mr. Aamir Majeed Butt – Br. Manager	042-37425878	0322-4158533
137	0606 (Off Site ATM)	GHURKI Off-Site ATM	Ghurki Hospital Lahore.	Ghulam Mustafa Khan	042-36581845	0300-4643451
138	0357	DHA PHASE-II	Plot No.13-C, Commercial Area “A”, Phase-II, DHA, Clifton Cantonment Karachi	Ms. Naheed Hashmat – Officiating BM	021-35883711-12	0322-3398828
139	0358	PIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY	Plot No.B-44, Block-9, KDA Scheme-36, PIA Employees Co-operative Housing Society, Gulistan-e-Jauhar, Karachi.	Mr. Abdul Wahab Memon – Br. Manager	021-34161331-2	0345-3599095
140	0660	GAGGO MANDI	Khewat No.58 Chak No. 187/EB Gaggoo Mandi Tehsil Burewala Distt Vehari	Mr. Muhammad Azeem Mirza – Officiating BM	067-3500495	0300-6992780
141	5604	SAMANABAD, LAHORE (ISLAMIC)	Plot No.91, Main Road, Samanabad, Lahore.	Mr. Mubeen Chaudhry – Br. Manager	042-37535523	0303-8949993
142	0341	BAHADURSHAH ZAFAR MARKET	Property # G-3 of R.B. 11/22 III-A-239-B, Rambagh Quarters, Gwali Lane No.1, Karachi.	Syed Muhammad Ali Zaidi – Branch Manager	021-32743514	0300-2554360
143	0652	DHA PHASE-V, LAHORE	Plot No.39, Sector CCA, Phase 5-C, Defence Housing Authority, Lahore.	Mr. Allah Bukhsh Ch. - Br. Manager	042-37182146-7	0300-4381626
144	0655	RAIWIND LAHORE	4-A, Mouza Niaz Baig, Main Raiwind Road, Lahore.	Mr. Khalid Mehmood Rana – Br. Manager	042-35963295	0334-9753367
145	0136	KHANPUR MAHAR, DISTT. GHOTKI	Plot No.115-II, Khanpur Mahar, Taulka Khan Garh, District Ghotki	Mr. Ali Nawaz Kalwar – Officiating Incharge	0723-653003	0301-3881156
146	0135	STATION ROAD LARKANA	Plot No.03, Near Al-Abbas Chowk, Station Road, Larkana	Mr.Parvaiz Ahmed – Act. Br. Manager	074-4040748	0333-7775053

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