SNDB/COK/ADMIN/TD/1173/2020 Copy No: _____

Sindh Bank Limited

Tender Document Supply of Office Stationery to Head Office, Sindh Bank Ltd

Contents

DEFINITIONS

1	INVITATION FOR BIDS (IFB)			
2	INSTRUCTION TO BIDDERS (ITB)	2		
2.1	Correspondence Address	2		
2.2	Eligible Bidders	2		
2.3	Corrupt Practice	2		
2.4	Preparation of Bids	3		
2.4.1	Bidding Process	3		
2.4.2	Cost of Bidding	3		
2.4.3	Language of Bid	3		
2.4.4	Company Profile	3		
2.4.5	Financial Proposal	3		
2.4.6	Bid Currencies	3		
2.4.7	Bid Security	4		
2.4.8	Bid Validity	4		
2.5	Submission of Bids	4		
2.5.1	Sealing and Marking of Bids	4		
2.5.2	Response Time	5		
2.5.3	Extension of Time Period for Submission of Bids	5		
2.5.4	Clarification of Bidding Documents	5		
2.5.5	Late Bids	5		
2.5.6	Withdrawal of Bids	5		
2.5.7	Cancellation of Bidding Process	6		
2.5.8	Mechanism for Redressal of Grievances	6		
2.5.9	Review Panel	7		
2.5.10	Matters not subject to Appeal or Review	7		
2.6	Opening and Evaluation of Bids	7		
2.6.1	Opening of Bids by SNDB	7		
2.6.2	Clarification of Bids	8		
2.6.3	Preliminary Examination	8		
2.6.4	Supplier Evaluation Criteria	8		
2.6.5	Eligibility Criteria	9		
2.6.6	Discussions Prior to Evaluation	11		
2.7	Award of Contract	11		
2.7.1	Award Criteria	11		
2.7.2	SNDB's Right to Accept Any Bid and to reject any or all Bids	11		
2.7.3	Notification of Award	11		
2.7.4	Signing of Contract	11		
2.7.5	Performance Security	12		
2.7.6	General Conditions of Contract	12		
2.7.7	Special Conditions of Contract	12		
2.7.8	Integrity Pact	12		
2.7.9	Non Disclosure Agreement	12		
3	SCOPE OF WORK	13		
4	FINANCIAL PROPOSAL	15		

5	CONTRACT		24
5.1	Conditions Of Contract		24
5.1.1	Definitions		24
5.1.2	Law Governing Contract		24
5.1.3	Notice		25
5.1.4	Authorized Representative		25
5.1.5	Taxes and Duties		25
5.1.6	Effectiveness of Contract		25
5.1.7	Expiration of Contract		25
5.1.8	Modifications or Variations		25
5.1.9	Force Majeure		25
5.1.10	Termination		26
5.1.11	Good Faith		27
5.1.12	Settlement of Disputes		28
5.1.13	Data Ownership		28
5.1.14	Obligations of the Supplier		28
5.2	Special Conditions of Contract		20 29
5.2.1	Performance Security		29
5.2.2	-		29
	Payment Price		29
5.2.3	Price		29
BID FOR	Μ	(Annexure "A")	30
BID SECURITY FORM		(Annexure "B")	32
PERFORMANCE SECURITY FORM		(Annexure "C")	33
INTEGRTIY PACT		(Annexure "D")	34
SCHEDU	LE OF OPENING & SUBMISSION OF BID	(Annexure "E")	35
FORM OF CONTRACT		(Annexure "F")	36
CONTRACT AGREEMENT		(Annexure "G")	39
AFFIDAVIT		(Annexure "I")	44
INSPECTION PERFORMA		(Annexure "J")	45
VISIT RE	PORT	(Annexure "K")	51
MANDAT	FORY PERFORMA	(Annexure "L")	53
QUALIFI	CATION & DISQULIFICATION	(Annexure "M")	54
DISQUAI	LIFICATION	(Annexure"O")	55

DEFINITIONS

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

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

"Bidder" means a person or entity submitting a bid;

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

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

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

"Calendar Days" means days including all holidays;

"Conflict of Interest" means -

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

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

"Consulting Services" means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist

advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services,

supervision, social and environmental assessments, technical assistance, and programme implementation;

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

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

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

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

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

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

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

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

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

"Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation,

transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

"Government" means the Government of Sindh;

"Head of the Department" means the administrative head of the department or the organization;

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

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

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

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

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

"SNDB" means the Sindh Bank Limited;

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

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

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

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

1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from candidates for the Supply of Office Stationery to its Head Office. More details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 (Amended 2019) issued thereunder ("**SPPRA**") which can be found at <u>www.pprasindh.gov.pk</u>. For the purposes of this document, any reference to the term "Act" shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amended 2019).

This TD includes the following Sections:

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

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

Yours sincerely,

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

2 INSTRUCTION TO BIDDERS (ITB)

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

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

2.1 Correspondence Address

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

Head of Administration Division SINDH BANK LIMITED HEAD OFFICE Basement-2 Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi 75600 <u>Tel:021-35829394/403</u> Email: admin@sindhbankltd.com

2.2 Eligible Bidders

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

2.3 Corrupt Practice

- SNDB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)]
- 2. SNDB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010 (Amended 2019), 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 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The 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 associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately. Standard Forms for Financial Proposal are available in Section [5].

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 of 5% of the total bidding cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SNDB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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

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

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

The bid security shall be forfeited:

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

2.4.8 Bid Validity

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

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

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

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

2.5.2 Response Time

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

2.5.3 Extension of Time Period for Submission of Bids

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

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

2.5.4 Clarification of Bidding Documents

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

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained biding 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 their bids 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 subrule (2.5.7 - 1); [SPPRA Rule 25 (2)]
- 3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
- 4. SNDB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

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

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

IMPORTANT

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

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

2.5.9 Review Committee

A bidder not satisfied with decision of the procuring agency's complaints redressal committee may lodge an appeal to the Review Committee; provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].

The bidder shall submit the following documents to the Review Committee: [SPPRA Rule 32 (5)].

(a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].

(b) A copy of the complaint earlier submitted to the complaint redressal committee of the department; [SPPRA Rule 32 (5-b)].

(c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].

On receipt of appeal, the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

It shall be mandatory for the appellant and the Head of procuring agency or his nominee not below the rank of BS-19 to appear before the Review Committee as and when called and produce documents, if required; [SPPRA Rule 32 (8)].

In case the appellant fails to appear twice despite the service of notice of appearance, the appeal may be decided ex-parte; [SPPRA Rule 32 (9)].

The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [SPPRA Rule 32 (10)].

The decision of Review Committee shall be final and binding upon the procuring agency. After the decision has been announced, the appeal and decision thereof shall be hoisted by the Authority on its website; [SPPRA Rule 32 (11)].

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SNDB

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

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

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

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

2.6.4 Supplier 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 proposals using the following eligibility criteria.

S. No.	Requisite	Total Marks	Marks Obtain ed	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List (For counting of each bank	40		5 Banks and above	Award letters to be attached duly	Annexure
	services to at least 5 branches are mandatory) in relevant field	20		3 Banks and above	issued from each concerned Bank for last three years.	"A"
2	Years in Business in relevant field	30		5 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or	Annexure
		15		3 years and above	Declaration of Commencement of Business is required to be enclosed	"B"
3	Average Yearly Turn Over in	30		9 Million and above		
	Last 3 Years	15		5 Million and above	Audit Report / Tax Return for the Last three years	Annexure "C"
		5		1 Million and above		
	Total Marks	100		Qualified / Disqualified		

2.6.5.1 ELIGIBILITY CRITERIA NOTE

- 1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
- 2. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.
- 3. Acquiring of 70% marks of the total score will make the Bidder qualify in eligibility criteria
- 4. After due qualification as per serial no. 3 above, the bidder will be required to present the sample of each tendered items to Procurement Committee and will only be declared finally qualified for the tender if all the presented items meet the quality standard. Further these items will be kept in the record of tender section and if during subsequent supply, if any deviation in standard of quality from the sample item is observed, the bidder will be issued warning and on issuance of second such warning, the bidder will be disqualified from the tender and also will be disqualified from participation in any future tender floated by the Sindh Bank Limited. Inspection marking will be carried out as per the specimen attached as Annexure "J".
- 5. The tender will also stand cancelled if 5% of the items presented for sample are deemed sub-standard.

2.6.5.2 MANDATORY

(Compliance attached as Annexure "L")

- 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 at the time of opening of bids.
- 3. Provision of sample of each tendered items on demand.
- 4. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
- 5. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
- 6. Attached Affidavit from the CEO of the company to supply tendered items on emergency basis when demanded without any additional charges incurring to the Sindh Bank Limited.
- 7. Attachment of Annexure "A" with Financial Proposal is mandatory & Annexure "B", if Bank Guarantee is going to be submitted as Bid Security.

2.6.5.3 DISQUALIFICATION

(Compliance attached as Annexure "M")

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

- 1. <u>Black Listing on Previous Works</u> On black list of SPPRA & Sindh Bank Ltd.
- <u>Warning Letters Issuance</u> Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances related to provision of supplies/services in same category.
- 3. <u>Non Registration with Concerned Authorities</u> Not GST/Income Tax Registered/Registration with Sindh Revenue Board.
- <u>Alternate Bid</u> Alternate bid is offered.
- 5. <u>Subletting</u>

The qualified bidder sublets the contract in any form/stage to any other agency.

6. <u>Tender Fee</u>

The tender is deposited without Tender Fee/ Tender Fee submitted in form of Cheque.

7. Past History

In the past, the company's agreement has prematurely been terminated after due qualification in that specific category of the tender in which the bidder is participating.

8. Verification from Client

During verification process of the cliental list the response by any of the bank is unsatisfactory on account of previous performance.

9. Specification of Supplied Items

After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.

10. Non-attachment of Bidder Qualification/Disqualification performa-Annexure "O"

Non-attachment of Bidder Qualification/Disqualification performa attached as Annexure "O". Please be informed that non attachment of any one of the evidence in the performa will make the bidder disqualified in the tender.

2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SNDB may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 Signing of Contract

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

The Contract shall be signed by the parties at Central Office SNDB, Karachi, within 10 Days of letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within 7 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security equals to 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

2.7.6 General Conditions of Contract

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

2.7.7 Special Conditions of Contract

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

2.7.8 Integrity Pact

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

2.7.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SNDB. [Specimen is attached in Annexure "E"]

3 **<u>SCOPE OF WORK</u>**. Same as given in Financial Proposal.

Sindh Bank Limited (SNDB) invites proposal from candidates for the Supply of Office Stationery to its Head Office on need basis.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2020-21)

S. No.	ne of Bidder	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
1	Ball Pen (Black/Blue/Red/Green)	Signature/Blu or equivalent	25 Packet		
2	Pointer (Black/Blue/Red/Green)	Dollar or equivalent	5 Packet		
3	Gel Pen (Black/Blue/Red/Green)	Signo or equivalent	5 Packet		
4	Highlighter (Yellow/Pink/Orange/Green)	Dollar or equivalent	5 Packet		
5	Dock Clip 15mm	Crystal/Diam ond or equivalent	5 Packet		
6	Dock Clip 25mm	Crystal/Diam ond or equivalent	5 Packet		
7	Dock Clip 32mm	Crystal/Diam ond or equivalent	5 Packet		
8	Dock Clip 41mm	Crystal/Diam ond or equivalent	5 Packet		
9	Dock Clip 51mm	Crystal/Diam ond or equivalent	5 Packet		
10	Gum Stick Small	UHU or equivalent	5 Packet		
11	Gum Stick Medium	UHU or equivalent	5 Packet		
12	Jem Clip 30 mm	Crystal or equivalent	5 Packet		
13	Jem Clip 36 mm	Crystal or equivalent	5 Packet		
14	Punch Machine No. 60	Opal or Deli or equivalent	5 Pcs		
15	Punch Machine H/D	Opal or deli or equivalent	1 Pcs		

14

S. No.	Item	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
16	Stapler Machine 24/6	Opal or equivalent	20 Pcs		
17	Stapler Machine H/D STD-3000	STD or equivalent	1 Pcs		
18	Register 200 Pages	HBO or Equivalent Paper quality of 70 gram	3 Nos		
19	Register 400 Pages	HBO or Equivalent Paper quality of 70 gram	3 Nos		
20	Stapler Machine Small	Max/Opal or equivalent	10 Pcs		
21	Stapler Pin # 20	Fuji/Dollar or equivalent	5 Pkt		
22	Stapler Pin # 24/6	Fuji/Dollar or equivalent	20 Pkt		
23	Heavy Duty Stapler Pin # 23/15	Fuji/Dollar or equivalent	2 Pkt		
24	Heavy Duty Stapler Pin # 23/17	Fuji/Dollar or equivalent	2 Pkt		
25	Heavy Duty Stapler Pin # 23/13	Fuji/Dollar or equivalent	2 Pkt		
26	Heavy Duty Stapler Pin # 23/10	Fuji/Dollar or equivalent	2 Pkt		
27	Heavy Duty Stapler Pin # 23/8	Fuji/Dollar or equivalent	2 Pkt		
28	Paper RIM A4, 70 gram	Paper One or equivalent	150 Rim		
29	Paper RIM Legal White, 70 gram	Paper One or equivalent	10 Rim		
30	Paper RIM Legal Green, 70 gram	AA or equivalent	20 Pkt		
31	Scotch Tape 1"	3M/China or Equivalent	10 Pcs		
32	Scotch Tape ½"	3M/China or Equivalent	10 Pcs		
33	Packing Tape Jumbo 3"	Gold Star or equivalent	5 Pcs		

S. No.	ltem	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
34	Paper Tape 1"	Gold Star or equivalent	5 Pcs		
35	Brown Tape 3"	Gold Star or equivalent	5 Pcs		
36	Blanko Fluide (Brush)	Pelikan or equivalent	5 Nos		
37	Blanko Fluide (Pen)	Pelikan or equivalent	5 Nos		
38	Transparent Plastic/L Folder (A4) of Good Quality	Data Office or Equivalent	36 Pcs		
39	Transparent Colourful Plastic/L Folder (Legal) Colourful - Colourful	Data Office or Equivalent	36 Pcs		
40	Box File	Korona/Euro or equivalent	20 Nos		
41	Paper Cutter	SD or equivalent	5 Nos		
42	Scissor Small	Golden Horse or equivalent	5 Nos		
43	Rough Pad Small	Solo or equivalent	25 Nos		
44	Rough Pad Large	Solo or equivalent	25 Nos		
45	Rubber Band	Bata or equivalent	5 Packet		
46	Colourful Separator Plastic	Hua Jic or Equivalent	20 Nos		
47	Separator Card	Focal, Multiline or Equivalent	20 Nos		
48	Separator 1 to 10	Yijian or Equivalent	20 Nos		
49	Sharpener	Panama or equivalent	50 Pcs		
50	Plastic Colourful Flag	Pronti or equivalent	25 Nos		
51	Common Pin	China or equivalent	5 Packet		

S. No.	Item	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
52	Computer File	Size A-4 (Square Line or equivalent)	20 Nos		
53	Sticky Notes 2x3	Pronti or equivalent	26 Nos		
54	Sticky Notes 3x3	Pronti or equivalent	26 Nos		
55	Sticky Notes 3x5	Pronti or equivalent	25 Nos		
56	Pen Holder	Golden Horse or equivalent	5 Nos		
57	Spiral Binding Ring 10mm	IBCCO or Equivalent	50 Nos		
58	Spiral Binding Ring 12mm	IBCCO or Equivalent	50 Nos		
59	Spiral Binding Ring 14mm	IBCCO or Equivalent	50 Nos		
60	Spiral Binding Ring 16mm	IBCCO or Equivalent	50 Nos		
61	Spiral Binding Card	IBCCO or Equivalent	50 Nos		
62	Spiral Binding Plastic Sheet	IBCCO or Equivalent	50 Nos		
63	Calendar Refill	Local or Equivalent	5 Nos		
64	White Envelope - Small	HB or Equivalent Paper quality of 70 gram	100 Nos		
65	Brown Envelope -Small	HB or Equivalent Paper quality of 70 gram	100 Nos		
66	Steel Envelope Opener	Local or Equivalent	5 Nos		
67	White Envelope - A4	HB or Equivalent Paper quality of 70 gram	20 Nos		

S. No.	Item	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
68	White Envelope - Legal	HB or Equivalent Paper quality of 70 gram	20 Nos		
69	White Envelope - A3	HB or Equivalent Paper quality of 70 gram	20 Nos		
70	Brown Envelope - A4	HB or Equivalent Paper quality of 70 gram	50 Nos		
71	Brown Envelope - Legal	HB or Equivalent Paper quality of 70 gram	20 Nos		
72	Brown Envelope - A3	HB or Equivalent Paper quality of 70 gram	20 Nos		
73	Dock Clip 36mm	Crystal or equivalent	25 Packet		
74	Jem Clip 75mm	Crystal or equivalent	5 Packet		
75	Heavy Duty Stapler Pin # 23/24	Fuji, Dollar, Whashin or equivalent	5 Packet		
76	Heavy Duty Stapler Pin # 23/20	Fuji, Dollar, Whashin or equivalent	5 Packet		
77	Board Marker	Dollar or equivalent	15 Nos		
78	Permanent Marker	Dollar or equivalent	15 Nos		
79	Executive Box File	Korona/Bost on or equivalent	15 Nos		
80	Eraser	Pelikan or equivalent	25 Nos		
81	Ring File Fiber A/4 F/S Mpm Brand	Abba or equivalent	50 Nos		

S. No.	ltem	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
82	Ring File Fiber A/3 F/S Mpm Brand	Abba or equivalent	25 Nos		
83	Message Slip	Local or Equivalent 4 x 4 inches	26 Nos		
84	Executive Pencil	Faber Castell or equivalent	15 Nos		
85	Pencil	Goldfish or equivalent	50 Nos		
86	Pin Remover	Opal/Pelikan or equivalent	15 Nos		
87	Stamp Pad	Dollar or equivalent	5 Nos		
88	Stamp Pad Ink	Dollar or equivalent	5 Nos		
89	Steel Scale Large	China or equivalent	3 Nos		
90	Colourful Flag Paper	(Pronoti or equivalent)	20 Nos		
91	Sticky Notes 3x4	Stick on or equivalent	20 Nos		
92	Thumb Pin with plastic head	Sterling or equivalent	3 Packet		
93	Plastic Paper Tray	Designer or equivalent	3 Nos		
94	Water Dumper (Plastic)	Local or Equivalent	5 Nos		
95	Calculator	Citizen 710, Casio MJ-120 or equivalent	3 Nos		
96	Signature Pen/Gel	Dollar Eye Micro or equivalent	3 Packet		
97	Rubber Band Box	Penguin Brand or Equivalent	5 Packet		

S. No.	ltem	Detail	Approximate quantity required on monthly basis	Rate Per Unit (Rs)	Amount in Pak Rs
98	Rubber Band 200 Gm	Universal Brand or equivalent	1 Kg		
99	Signature Pen	Vision El-lite 0.8 or equivalent	3 Packet		
100	Transparency Sheet (Per Pkt 100 Sheets)	-Local or Equivalent	2 Packet		
101	H/D Stapler Pin Remover	Opal Sr-300 or equivalent	2 Nos		
102	Spiral Note Book	Alba Deli Brand or equivalent	5 Nos		
103	Table Sharpener	Deli Brand or equivalent	3 Nos		
104	Scotch Tape Dispenser Large	National / Lucky or equivalent	3 Nos		
105	Attendance Register	HB or Equivalent	3 Nos		
106	O - Ring Stickers	Mehfooz or equivalent	5 Box		
107	Correction Pen	Uni Brand or equivalent	5 Nos		
108	Carbon Paper Blue Kcr 100 Sheets	Kcr 100 Sheets or equivalent	2 Packet		
109	Counter Pen	Keen or Equivalent-	5 Nos		
110	Posted Flag	JB or Equivalent	15 Nos		
			Total Am	ount	
			*Grand Total >	(12 Month	

* This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note 7. Below

Note:

- 1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- 2. <u>Delivery Period</u>: A prior notice of 03 days will be given for the supply of office stationery and it will be expected within 03 days, the said supplies will be made available at the site.
- 3. If the item is not provided on due date (date given on supply order) a fine of Rs.500/-per day will be deducted from the bill.
- 4. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, transportation charges.
- 5. No advance payment for the supply of office stationery will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- 6. Calculation of bid security. 5% of the *(Grand Total) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
- 7. Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred. As it is a package tender, so no partial cost will be considered.
- 8. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- 9. The Tender will stand cancelled if the item are not supply within 3 working days of issue of supply order.
- 10. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
- 11. If the obligation of warranty period/conditions of the tender are not met or delayed, the supply etc, requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the supply of office stationery will also be borne by the supplier.
- 12. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
- 13. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
- 14. All payments will be made in Pak Rs.
- 15. Each Department Stationary will be packed by vendor separately.
- 16. Low Quality Stationary will not be acceptable.
- 17. Emergency Stationary without delay for any department will be provided by vendor on same day.

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

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

Dated: _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

Applicable Law" means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 (Amended 2019)

"Procuring Agency" or "PA" means SNDB Contractor.

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

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

"GC" mean these General Conditions of Contract.

"Government" means the Government of Sindh.

"Currency" means Pak Rupees.

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

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

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

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

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

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

5.1.2 Law Governing Contract

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

5.1.3 Notice

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

5.1.4 Authorized Representative

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

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

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

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SNDB

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

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

5.1.10.2 Termination by the Supplier

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

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

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

5.1.10.3 Payment upon Termination

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

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

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

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

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

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

5.2.2 Payment

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

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Dated:

Annexure "A"

2020

BID FORM

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

To,

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

Gentleman,

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

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

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

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

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

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

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

Annexure "B"

BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply of office stationery.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto SNDB (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____ 2020.

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure "C"

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. ____ [reference number of the contract] dated _____ 2020 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 _____2020.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure "D"

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" SCHEDULE OF OPENING & SUBMISSION OF BID

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

Annexure "F"

FORM OF CONTRACT

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

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

- 1. The Effective Date of this Agreement is _____ 2020.
- 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:
 - 1. Trade secrets;
 - 2. Financial information, including pricing;
 - 3. Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - 4. Business information, including operations, planning, marketing interests, and products;
 - 5. The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - 6. 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"):
 - 7. If it is clearly and conspicuously marked as "confidential" or with a similar designation;
 - 8. If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - 9. 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:
 - 10. Any use of Confidential Information in violation of this agreement; and/or
 - 11. 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:
 - 12. 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
 - 13. Make copies of documents containing Confidential Information.
- 6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - 14. Was known to the Recipient before receipt from the Discloser;
 - 15. Is or becomes publicly available through no fault of the Recipient;
 - 16. Is independently developed by the Recipient without a breach of this Agreement;
 - 17. Is disclosed by the Recipient with the Discloser's prior written approval; or
 - 18. Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
- 7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
- 8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's

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

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

Sindh Bank Limited	Company Name:
Registered Address:	Registered Address:
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Annexure "G"

Contract Agreement

THIS AGREEMENT is entered into at Karachi

On this the _____ day of _____, 2020

BETWEEN

M/S. _____, having its principal place of business at ______, (hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as "THE BANK", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Supplier" for Supply of Stationery (goods) for its Branches and Supplier agrees to provide the services to the bank, as per tender opening date , along with detail of descriptions and Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.
- A prior notice of 03 days will be given for the supply of office stationery and it will be expected within 03 days, the said supplies will be made available at the site.
- The Supplier shall supply the said goods as per specifications of the tender within 03 working days from the date of issue of Purchase Order by the Bank.
- A fine of Rs 500/- per day will be charged, if even after 05 days of issuance of Purchase order, the supplies are not provided till the requisite is completed.
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 10 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.

- Supplier agrees to maintain adequate inventory of the goods so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the Bank.
- The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the Bank shall be final and binding upon the Supplier.
- Delivery will be made by the Supplier at head office.
 - The cost must include all taxes, labor including delivery charges upto the Head Office of Sindh Bank.
 - Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
 - Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
 - A party may change its address for notice by giving a notice to the other Party in writing of such change, at the time of said occasion.
 - The contractor will not assign their job to anyone, except prior written permission of the bank.
 - This agreement is valid for a period of one year commencing from ______ to _____

Payment Schedule:

Bill will only be processed on the basis of following conditions:-

- 1. Certificate of satisfaction from the concerned officer/department.
- 2. If the obligation of warranty period are not met or delayed, the supply etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the supply of office stationery will also be borne by the supplier.

Performance Guarantee:

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

Authorized Representative:

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

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 two (2) warning letters/emails are issued by the Bank for unsatisfactory current performance to the bidder.

Goods Faith:

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

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall first complaint redressal committee of the bank and if parties could not reach at amicable situation, then the matter will be referred to the grievance committee of Bank and if matter could not be resolved the matter will be referred for arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Conflict of Interest:

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

CONFIDENTIALITY

- i. Confidential Information. For the purposes of the Agreement, the term "Confidential Information" shall mean any information comes in possession of BIDDER NAME and its personnel during normal course of business / Services shall be the property of the SNDB at all times and / or any of the SNDB's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by BIDDER NAME.
- ii. BIDDER NAME acknowledges that SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, BIDDER NAME shall not disclose any data, information or other affairs of SNDB's customers which may come to the knowledge of

BIDDER NAME in providing the above services. BIDDER NAME undertakes to obtain from its employees involved in the Services written undertakings to maintain the confidentiality obligations of BIDDER NAME under this Agreement.

- iii. In the event of breach of aforesaid clauses, BIDDER NAME shall be liable to pay damages to the SNDB hereby indemnifies SNDB against any loss arising out of any breach of this clause by the SNDB.
- iv. This clause shall survive termination of the Agreement.
- v. For the purpose of clarity, such information does not need confidently if the same
 - a. Has been lawfully obtained by the BIDDER NAME, free of any duty of confidentially, other than directly or indirectly from disclosing party.
 - b. Was already in the TCS's possession other than as a result of a breach of this clause 7.
 - c. Is in the public domain other than as a result of a breach of this clause 7.
 - d. Is necessary disclosed pursuant to a statutory and legal obligation or the order of any court of competent jurisdiction or official body including SBP having authority to require disclose.

Indemnity

Bidder Name (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "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).

This Article shall survive termination of this Agreement.

Ensuring Access to SBP

BIDDER NAME and SNDB agree to provide to State Bank of Pakistan necessary access to the documentation and accounting records in relation to the activities and right to conduct on-site to BIDDER NAME, if required.

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

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

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

Supplier Signature	Witness:
Name	Signature
Designation	
Company Name	Name
	Designation
Address	Address
Stamp	Address
Signature	
Name	Customer Signature
	Name
Designation Head of Administration	Definition
Company Name Sindh Bank Limited	Designation
	Company Name Sindh Bank Limited
Address Federation House, Sindh Bank	Adam Falandian Hanna Sindh Dank
<u>Ltd. Head Office, Karachi</u>	Address <u>Federation House, Sindh Bank</u> Ltd. Head Office Karachi

ANNEXURE "I"

UNDERTAKING/AFFIDAVIT

To be typed on Rs.50/- Stamp Paper

AFFIDAVIT / DECLARATION

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

I, S/o	,	Proprietor/Authorized
Representative/Partner/Director of M	/s	, having NTN #
, holding CNIC #	, do h	ereby state on solemn

affirmation as under:-

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

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

City: _____ Dated. _____ DEPONENT (PROPRIETOR / REPRESENTATIVE)/DIRECTOR

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

COMMISSIONER FOR TAKING AFFIDAVIT

ANNEXURE "J"

INSPECTION/ASSESSMENT PERFORMA

Firm Name: _____

Date & Time of Inspection: _____

SAMPLE – STATIONERY ITEMS INSEPCTION REPORT

	<u>SAMPLE – STATIONERY ITEMS INSEPCTION REPORT</u>					
S.			Quality			
S. No.	Item	Detail	Standard	Sub-Standard	Remarks	
1	Ball Pen (Black/Blue/Red/Green)	Signature/Blu or equivalent				
2	Pointer (Black/Blue/Red/Green)	Dollar or equivalent				
3	Gel Pen (Black/Blue/Red/Green)	Signo or equivalent				
4	Highlighter (Yellow/Pink/Orange/Gr een)	Dollar or equivalent				
5	Dock Clip 15mm	Crystal/Diamond or equivalent				
6	Dock Clip 25mm	Crystal/Diamond or equivalent				
7	Dock Clip 32mm	Crystal/Diamond or equivalent				
8	Dock Clip 41mm	Crystal/Diamond or equivalent				
9	Dock Clip 51mm	Crystal/Diamond or equivalent				
10	Gum Stick Small	UHU or equivalent				
11	Gum Stick Medium	UHU or equivalent				
12	Jem Clip 30 mm	Crystal or equivalent				
13	Jem Clip 36 mm	Crystal or equivalent				
14	Punch Machine No. 60	Opal or equivalent				
15	Punch Machine H/D	Opal or equivalent				
16	Stapler Machine 24/6	Opal or equivalent				
17	Stapler Machine H/D	STD or equivalent				

	STD-3000				
	0005-016				
10		HBO or Equivalent			
18	Register 200 Pages	Paper quality of			
		70 gram			
		HBO or Equivalent			
19	Register 400 Pages	Paper quality of			
		70 gram			
20	Stapler Machine Small	Max/Opal or			
		equivalent			
21	Stapler Pin # 20	Fuji/Dollar or			
~ 1	5000101111#20	equivalent			
		Fuji/Dollar or			
22	Stapler Pin # 24/6	equivalent			
		'	Qua	lity	
S.	Item	Detail	Standard	Sub-	Remarks
No.	Ittill	Detan	Standard	Sub- Standard	Kennar KS
-	Heavy Duty Stapler Pin	Fuji/Dollar or		Standaru	
23	# 23/15	equivalent			
	Heavy Duty Stapler Pin	Fuji/Dollar or			
24	# 23/17	equivalent			
	Heavy Duty Stapler Pin	Fuji/Dollar or			
25	# 23/13	equivalent			
	•	· · ·			
26	Heavy Duty Stapler Pin	Fuji/Dollar or			
	# 23/10	equivalent			
27	Heavy Duty Stapler Pin	Fuji/Dollar or			
	# 23/8	equivalent			
28	Paper RIM A4, 70 gram	Paper One or			
		equivalent			
29	Paper RIM Legal White,	Paper One or			
	70gram	equivalent			
30	Paper RIM Legal Green, 70gram	AA or equivalent			
		3M/China or			
31	Scotch Tape 1"	Equivalent			
		3M/China or			
32	Scotch Tape ½"	Equivalent			
33	Packing Tape Jumbo 3"	Gold Star or			
55	Facking Tape Jumbo 5	equivalent			
24		Gold Star or			
34	Paper Tape 1"	equivalent			
		-			

35	Brown Tape 3"	Gold Star or			
	•	equivalent			
36	Blanko Fluide (Brush)	Pelikan or			
		equivalent			
37	Blanko Fluide (Pen)	Pelikan or			
		equivalent			
20	Transparent Plastic/L	Data Office or			
38	Folder (A4) of Good	Equivalent			
	Quality				
20	Transparent Colourful	Data Office or			
39	Plastic/L Folder (Legal)	Equivalent			
	Colourful - Colourful				
40	Box File	Korona/Euro or			
		equivalent			
41	Paper Cutter	SD or equivalent			
42	Scissor Small	Golden Horse			
43	Rough Pad Small	Solo or equivalent			
44	Rough Pad Large	Solo or equivalent			
45	Rubber Band	Bata or equivalent			
46	Colourful Separator	Hua Jic or			
	Plastic	Equivalent			
47	Separator Card	Focal, Multiline or			
		Equivalent			
48	Separator 1 to 10	Yijian or			
		Equivalent			
S.	τ.		Qua		D 1
No.	Item	Detail	Ston dond	Sub-	Remarks
		Panama or	Standard	Standard	
49	Sharpener				
		equivalent			
50	Plastic Colourful Flag	Pronti or			
		equivalent			
		China or			
51	Common Pin	equivalent			
		equivalent			
		Size A-4 (Square			
52	Computer File	Line or			
		equivalent)			
		Pronti or			
53	Sticky Notes 2x3	equivalent			

		-		
54	Sticky Notes 3x3	Pronti or		
		equivalent		
55	Sticky Notes 3x5	Pronti or		
		equivalent		
56	Pen Holder	Golden Horse or		
50	rennoluei	equivalent		
57	Spiral Binding Ring	IBCCO or		
57	10mm	Equivalent		
58	Spiral Binding Ring	IBCCO or		
56	12mm	Equivalent		
59	Spiral Binding Ring	IBCCO or		
59	14mm	Equivalent		
60	Spiral Binding Ring	IBCCO or		
60	16mm	Equivalent		
C1	Creivel Directing Coved	IBCCO or		
61	Spiral Binding Card	Equivalent		
62	Spiral Binding Plastic	IBCCO or		
62	Sheet	Equivalent		
62	Cala ada a Da Cill	Local or		
63	Calendar Refill	Equivalent		
		HB or Equivalent		
64	White Envelope - Small	Paper quality of		
		70 gram		
		HB or Equivalent		
65	Brown Envelope -Small	Paper quality of		
		70 gram		
		_		
66	Steel Envelope Opener	Local or		
		Equivalent		
		HB or Equivalent		
67	White Envelope - A4	Paper quality of		
07		70 gram		
60		HB or Equivalent		
68	White Envelope - Legal	Paper quality of		
		70 gram		
		HB or Equivalent		
		Paper quality of		
69	White Envelope - A3	70 gram		

C			Qua	ality	
S. No.	Item	Detail	Standard	Sub- Standard	Remarks
		HB or Equivalent			
70	Brown Envelope - A4	Paper quality of	50 Nos		
		70 gram			
		HB or Equivalent			
71	Brown Envelope - Legal	Paper quality of			
		70 gram			
		HB or Equivalent			
72	Brown Envelope - A3	Paper quality of			
		70 gram			
73	Dock Clip 36mm	Crystal or			
/5		equivalent			
74	Jem Clip 75mm	Crystal or			
/ 4		equivalent			
	Heavy Duty Stapler Pin	Fuji, Dollar or			
75	# 23/24	Whashin or			
	11 237 24	equivalent			
	Heavy Duty Stapler Pin	Fuji, Dollar or			
76	# 23/20	Whashin or			
	# 23/20	equivalent			
77	Board Marker	Dollar or			
		equivalent			
78	Permanent Marker	Dollar or			
/0		equivalent			
79	Executive Box File	Korona/Boston or			
		equivalent			
80	Eraser	Pelikan or			
		equivalent			
81	Ring File Fiber A/4 F/S	Abba or			
	Mpm Brand	equivalent			
82	Ring File Fiber A/3 F/S	Abba or			
	Mpm Brand	equivalent			
		Local or			
		Equivalent 4 x 4			
83	Message Slip	inches			
	G- - P				
84	Executive Pencil	Faber Castle or			
04		equivalent			
85	Pencil	Goldfish or			

		equivalent			
		•			
86	Pin Remover	Opal/Pelikan or			
		equivalent Dollar or			
87	Stamp Pad				
		equivalent Dollar or			
88	Stamp Pad Ink				
		equivalent			
89	Steel Scale Large	China or			
		equivalent			
90	Colourful Flag Paper	(Pronoti or			
		equivalent)	0	1:4	
S.	Item	Detail	Qua	-	Remarks
No.	Item		Standard	Sub Standard	кетагкя
91	Sticky Notes 3x4	Stick on or			
	-	equivalent			
92	Thumb Pin with plastic	Sterling or			
52	head	equivalent			
93	Plastic Paper Tray	Designer or			
55		equivalent			
94	Water Dumper (Plastic)	Local or			
54		Equivalent			
		Citizen 710, Casio			
95	Calculator	MJ-120 or			
		equivalent			
96	Signature Pen/Gel	Dollar Eye Micro			
50		or equivalent			
97	Rubber Band Box	Penguin Brand or			
57	Penguin Brand	Equivalent			
		Rubber Band 200			
	Rubber Band 200 Gm	Gm universal			
98	universal Brand	Brand or			
		equivalent			
	Signature Pen Vision El-	Vision El-lite 0.8			
99	lite 0.8	or equivalent			
	Transparency Sheet (Per	-Local or			
100	Pkt 100 Sheets)	Equivalent			
	H/D Stapler Pin	Opal Sr-300 or			
101	Remover Opal Sr-300	equivalent			
	Spiral Note Book Alba	Alba Deli Brand or			
102	Deli Brand	equivalent			
103	Table Sharpener China	Deli Brand or			
100					

	Deli Brand	equivalent	
104	Scotch Tape Dispenser Large National / Lucky	National / Lucky or equivalent	
105	Attendance Register Same Brand	HB or Equivalent	
106	O - Ring Stickers	Mehfooz or equivalent	
107	Correction Pen Uni Brand	Uni Brand or equivalent	
108	Carbon Paper Blue Kcr 100 Sheets	Kcr 100 Sheets or equivalent	
109	Counter Pen	Keen or Equivalent-	
110	Posted Flag	JB or Equivalent	

Total Items presented for inspection: _____

Result-Inspection Report: _____

Overall Report: Qualified / Disqualified

Names & Signatures- Procurement Committee:

1 _____

2_____

(Name)

(Signature)

(Name)

(Signature)

3 _____

(Name)

(Signature)

ANNEXURE "K"

	1	
1	Date of Visit	
2	Name of Visiting Official from	
3	the Bank	
4	Designation	
5	Department	
6	Name of Business /Shop	
8	Owner's Name & Designation	
9	Name of CEO	
10	Nature of Business	
11	Business Inception Date	
12	Business / Shop Address	
13	Phone PTCL	
14	Email address	
15	Details of Business	
	Number of Employees in country wide region.	Head Office+
16		City-1
10		City-2
		City-3
17	Details of Business	
		Office.1.
	Addresses of Offices in countrywide region.	Address:
		Email:
		Telephone No:
		Office.2.
		Address:
18		Email:
		Telephone No:
		Office 3:
		Address:
		Email:
		Telephone No:
		Office.4.
		Address:

VISIT REPORT

		Email:		
		Telephone No:		
		Office.5.		
		Address:		
		Email:		
		Telephone No:		
		1		
		2		
19	Detail of Machinery / Equipment installed	3		
		4		
		5		
	Name / Designation of the			
20	Representative with whom the			
20	meeting was held.			
	(Visiting Card Attached)			
21	Assessment of visiting officer			
22	It is confirmed that I have perso	nally met with the person named above at the		
22	above mentior	ned business running address.		
	Signature of Bank's visiting	Signature of vendor /		
	officials	representative of		
23				
	Date: Stamp:	Date:		
		Stamp:		

ANNEXURE "L"

Mandatory Performa

(To be filled by Procurement Committee of the Bank)

S.No:_____

Bidder: _____

Description	Remarks -Complied with or not
Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.	
Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.	
The bidders are required to submit bids only in prescribed financial proforma given in Tender Document	
Attachment of Annexure "A" Financial Proposal & Annexure "B", if Bank Guarantee is going to be submitted as Bid Security.	
The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company	
	Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document Attachment of Annexure "A" Financial Proposal & Annexure "B", if Bank Guarantee is going to be submitted as Bid Security. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by

Members - Procurement Committee

Signature

- 1 HEAD OF ADMIN
- 2 CHIEF FINANCIAL OFFICER
- 3 CHIEF MANAGER, IDBL

ANNEXURE "M"

Qualification/Disgualification Performa

(To be filled by Procurement Committee of the Bank)

S.No:____

Bidder: _____

S.No	Description	Qualified	Disqualified	Remarks
01	History of Blacklisted by SPPRA & Sindh Bank Ltd in the past.			
02	Issued with two (2) warning letters/emails by the Sindh Bank Ltd in past to the bidder for unsatisfactory performance.			
03	The company is registered with GST/Income Tax/Sindh Revenue Board.			
04	Alternate Bid is offered.			
05	Tender fee not submitted/Tender Fee submitted in form of Cheque.			
06	In the past, the company's agreement has prematurely been terminated after due qualification in that specific category of the tender in which the bidder is participating.			

OVERALL ASSESSED : QUALIFIED / DISQUALIFIED

Members - Procurement Committee

Signature

- 1 HEAD OF ADMIN
- 2 CHIEF FINANCIAL OFFICER
- 3 CHIEF MANAGER, IDBL

ANNEXURE "O"

Disqualification Performa

Bidder: To be filled by Bidder				
S.No	Description	Evidence/documents attached as Annexure	To be filled by Procurement Committee of the Bank Yes: If the evidence is sufficient. No: If the evidence is not sufficient.	
1	The company is registered with GST/Income Tax/Sindh Revenue Board.	D	Yes	No
2	Tender fee submitted/Tender Fee not submitted in form of Cheque. (Attached copy of PO)	E	Yes	No

(Signature of bidder with name, Designation and Company Seal/Stamp) Dated: ______

OVERALL ASSESSEMENT QUALIFIED / DISQUALIFIED

Members - Procurement Committee

Signature

- 1 HEAD OF ADMIN
- 2 CHIEF FINANCIAL OFFICER
- 3 CHIEF MANAGER, IDBL _____