

SNDB/COK/ADMIN/TD/ 1177/2020

COPY NO: _____

Sindh Bank Limited

Tender Document

**Supply & Installation of UPS Batteries for
Head Office**

Table of Contents

DEFINITIONS	i
1 INVITATION FOR BIDS (IFB)	1
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 Technical Proposal	3
2.4.5 Financial Proposal	3
2.4.6 Bid Currencies	3
2.4.7 Bid Security	3
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	4
2.5.3 Extension of Time Period for Submission of Bids	4
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	5
2.5.8 Mechanism for Redressal of Grievances	5
2.5.9 Review Panel	6
2.5.10 Matters not subject to Appeal or Review	6
2.6 Opening and Evaluation of Bids	7
2.6.1 Opening of Bids by SNDB	7
2.6.2 Clarification of Bids	7
2.6.3 Preliminary Examination	7
2.6.4 Supplier Eligibility Criteria	9
2.6.5 Eligibility Criteria	8
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	11
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/TECHNICAL SPECIFICATION		13
4	FINANCIAL PROPOSAL		15
5	CONTRACT		16
5.1	Conditions Of Contract		15
5.1.1	Definitions		16
5.1.2	Law Governing Contract		16
5.1.3	Notice		16
5.1.4	Authorized Representative		16
5.1.5	Taxes and Duties		16
5.1.6	Effectiveness of Contract		15
5.1.7	Expiration of Contract		16
5.1.8	Modifications or Variations		16
5.1.9	Force Majeure		16
5.1.10	Termination		17
5.1.11	Good Faith		17
5.1.12	Settlement of Disputes		18
5.1.13	Data Ownership		18
5.1.14	Obligations of the Supplier		18
5.2	Special Conditions of Contract		19
5.2.1	Performance Security		19
5.2.2	Payment		19
5.2.3	Price		19
6	BID FORM	(Annexure “A”)	21
7	BID SECURITY FORM	(Annexure “B”)	23
8	PERFORMANCE SECURITY FORM	(Annexure “C”)	24
9	INTEGRITY PACT	(Annexure “D”)	25
10	SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure “E”)	26
11	FORM OF CONTRACT-Non Disclosure Agreement	(Annexure “F”)	27
12	AGREEMENT	(Annexure “G”)	30
13.	Affidavit	(Annexure “H”)	37
14.	Mandatory Performa	(Annexure “I”)	38
15.	Qualification / Disqualification Performa	(Annexure “J”)	39
16.	Visit Report	(Annexure ‘K”)	40

DEFINITIONS

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

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

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

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

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

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

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

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

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

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

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

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

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

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

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

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

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

“Government” means the Government of Sindh;

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

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

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

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

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

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

“SNDB” means the Sindh Bank Limited;

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

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

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

1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for Supply & Installation of UPS Batteries for Head Office. Detail of the specifications of related services to be provided are given in the scope of work/technical specifications in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 (Amendment 2019), which can be found at www.ppms.pprasindh.gov.pk/. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amendment 2019).

This TD includes the following Sections:

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

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

Yours sincerely,

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

2 INSTRUCTION TO BIDDERS (ITB)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.ppms.pprasindh.gov.pk 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 penalty or legal proceedings.

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

2.1 Correspondence Address

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

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

2.2 Eligible Bidders

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

2.3 Corrupt Practice

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

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

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs inclusive taxes associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SNDB.

2.4.6 Bid Currencies

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

2.4.7 Bid Security

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

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

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

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

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
 - 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)]

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

2.5.2 Response Time

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

2.5.3 Extension of Time Period for Submission of Bids

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

- Fewer than three bids have been submitted and SNDB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]

- If the SNDB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

1. SNDB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SNDB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SNDB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

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

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

IMPORTANT

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

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

2.5.9 Review Committee

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

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

- (a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].
- (b) A copy of the complaint earlier submitted to the complaint redressal committee of the department; [SPPRA Rule 32 (5-b)].
- (c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].

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

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

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

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

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

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SNDB

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

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

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

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

2.6.4 Supplier Evaluation Criteria

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

2.6.5 Eligibility Criteria

SNDB shall evaluate Eligibility/Technical Proposals using the following criteria.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Evidence attached as
1	Banks presently on Cliental List (For counting of each bank services to at least 10 branches are mandatory) for supply of relevant items	30		5 and above	Award letters to be attached duly issued from each concerned Bank for the Year 2017-2020.	Annexure "A"
		20		3 and above		
		10		1 and above		
2	Years in Business in relevant field	10		3 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "B"
		5		2 years and above		
		3		1 years and above		
3	Average Yearly Turnover in Last 3 Years	10		90 Million and above	Audit Report / Tax Return	Annexure "C"
		5		45 Million and above		
		3		20 Million & above		
4	Number of Offices in cities including Capital Territory & Federal Administration Territories	10		4 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices. No mobile numbers will be accepted	Annexure "D"
		5		3 and above		
		3		2 and above		
5	Company Proof of Import	20		Yes	Attach Previous Certificate/ Bill of Entry	Annexure "E"
		0		No		
6	Firm's Status	20		Public/Private Ltd	NTN Certificate/GST Registration/ Letter of Incorporation	Annexure "F"
		10		Partnership		
		5		Proprietorship		
Total Marks		100		Qualified / Disqualified		

2.6.5.1 ELIGIBILITY CRITERIA NOTE

- i. 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.
- ii. 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.
- iii. Acquiring of 70% marks of the total score will make the Bidder qualify in eligibility criteria.
- iv. After due qualification as per point 3 above, the bidder will be required to present the sample of each tender items to Procurement Committee and will only be declared finally qualified for the tender if all the presented items met the quantity standard. if during subsequent supply/check, if any deviation in standard of quality is observed, the bidder will be blacklisted and also will be disqualify from participation in any future tenders floated by Sindh Bank Limited

2.6.5.2 MANDATORY**(Compliance attached as Annexure “J”)**

1. GST/Income Tax Registration/Registration with Sindh Revenue Board
2. Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.
3. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
4. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
5. Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company’s letter head, duly signed by the CEO of the company.
7. Submission of OEM certificate is mandatory with this tender or the bidder will be disqualify from the very outset.

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

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

1. Black Listing on Previous Works
On black list of SPPRA & Sindh Bank Ltd.
2. Warning Letters Issuance
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. Non Registration with Concerned Authorities
Not GST/Income Tax Registered/Registration with Sindh Revenue Board.
4. Alternate Bid
Alternate bid is offered.
5. Subletting
The qualified bidder sublets the contract in any form/stage to any other agency.
6. Tender Fee
The tender is deposited without Tender Fee.
7. Verification
If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
8. 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.
9. Warranty Period. Warranty of supplied items is less than 1 year.
10. Age of Supplied Product. The supplied product should be in market minimum for the last three years. Evidence in this respect will only be accepted related to Banks’ only. (Attach evidence as Annexure “Y”).
11. Verification from Client. During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.

12. 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.
13. Engrossed: Batteries which do not contain properly engrossed/engraved manufacturer number and batch number.
14. Sole Distributorship: - The vendor shall be sole distributor within the region and shall furnish dealership letter which shall be dully verified at any point during tendering process
15. Fresh Stock: Stock must not be 1 month old and verifiable from bill of entry.

2.6.6 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

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

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

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

2.7.3 Notification of Award

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

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

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

2.7.4 Signing of Contract

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

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

2.7.5 Performance Security

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

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

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

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

2.7.6 General Conditions of Contract

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

2.7.7 Special Conditions of Contract

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

2.7.8 Integrity Pact

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

2.7.9 Non-Disclosure Agreement

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

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires Supply & Installation of UPS Batteries for Head Office.

Approximate Quantity Required

S.No	Type of Quantity of UPS Batteries	Tentative Quantity required per UPS	Tentative Total Quantity
01	12 V 100 AH	1	30

Specification of UPS Batteries		
S.No	Description	Specification
1	Technology	Gel Type
2	Type	Dry, Maintenance free
3	Volt	12
4	Capacity	100 AH
5	Use	UPS
6	Charging time	4 to 6 hours
7	Technology	Europe / USA / Japan or Equivalent
8	Principal	Europe / USA / Japan or Equivalent
9	Manufacturing	China with the supervision of principal
10	Useful life	Two years
11	Replacement warranty	One year unconditional
12	Operating Temperature	Up to 40 Degree C
13	Nominal Voltage	12 V (6 cell)
14	Approximate Weight	29.10 lbs (13.20 Kg)
15	Discharge	-40°F (-40°C) to 140°F (60°C)

Note

- This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first and the bidder must provide a demo unit immediately (within two working days) for necessary inspection/verification of the above specifications. If the 1st lowest bidder is disqualified in inspection/verification phase, then next lowest bid will be called upon for evaluation/technical inspection demo.
- Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.
- On qualification of a bidder during this process no further evaluation will be done.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2020-21)

Name of Bidder _____

S.No	Type	Unit Cost	Tentative Quantity	*Total Amount
01	12 Volt 100 AH		30	

***Total Amount:**

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

- The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labor charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security.** 5% of the *(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favor of Sindh Bank Ltd.
- 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.
- Delivery Period:** A prior notice of 10 days will be given for the supply/installation of requisite and it will be expected within 05 days of issue of the purchase order, the said supplies/installation will be made available at the site.
- If the item is not provided/installed after 10 days of issuance of Purchase Order, a fine of Rs.500/-per day will be deducted from the bill.
- 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. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- 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.
- The Tender will stand cancelled if the item are not supply/installed within 15 working days of issue of supply order.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the eligibility criteria evaluation.
- Warranty is of 1 year – including addressing of all complaints during the warranty period with no additional charges.
- If the company qualifies the eligibility criteria than it will be required to produce the equipment along with all relevant brochures at its location on the date and time as will be intimated by the bank for necessary inspection/verification. The site inspection phase will be checked as per the performa attached as Annexure L.

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 (Amendment 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.

5.1.1 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.

5.1.2 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.

5.1.3 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.

5.1.4 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.

5.1.5 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.

5.1.6 Expiration of Contract

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

5.1.7 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.

5.1.8 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SNDB

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

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

5.1.10.2 Termination by the Supplier

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

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

5.1.10.3 Payment upon Termination

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

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

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

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

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

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

5.2.2 Payment

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

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

BID FORM

Dated: _____, 2020

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 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:

Name & Address of Agent

Amount and Currency

(If none, State none)

Dated this _____ day of _____ 2020.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

SPECIMEN

Annexure “B”

BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure “C”

PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____ 2013 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

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

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

This guarantee is valid until the ____ day of ____ 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 AND SUBMISSION OF BID

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

Annexure “F”

FORM OF CONTRACT (Non-Disclosure Agreement)

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

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

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

degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

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

of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

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

Sindh Bank Limited

COMPANY NAME:

Registered Address:

Registered Address:

NAME: _____

NAME:

Signature: _____

Signature:

Title: _____

Title:

Date: _____

Date:

AGREEMENT

Annexure "G"

Agreement for Supply & Installation of UPS Batteries

THIS **AGREEMENT** is entered into at
Karachi on this the _____ day
of _____, 2020

BETWEEN

M/S. _____, a _____ **concern**, 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 &
Installation of UPS Batteries** - for its existing Branches and Supplier
agrees to provide the services to the bank, as per tender opening dated
_____ along
with Price Schedule mentioned in Financial Proposal which is attached
herewith and marked as **Annexure-A:**

The terms and conditions are as follows:

Terms & Conditions:

- 1) All terms and conditions of the tender document will remain part of
this agreement.
- 2) A prior notice of 10 days will be given for the supply and
installation of requisite supplies and it will be expected within 03
days, the said supplies will be made available at the site.

- 3) The Supplier shall supply the said goods as per specifications of the tender within 10 days from the date of issue of Purchase Order by the Bank.
- 4) A fine of Rs. 500/- per day will be charged, if even after 10 days of issuance of Purchase order, the supplies are not provided, installed and made operational till the requisite is completed.
- 5) 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.
- 6) Supplier agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the goods supplied during the warranty period. In case the effected part is not available, then the Supplier will provide the backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the Bank.
- 7) 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.
- 8) 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.
- 9) Delivery will be made by the Supplier at different locations prescribed by the Bank.
- 10) The cost must include all applicable taxes, installation, labour including delivery charges upto the branches of the Bank on countrywide locations.
- 11) 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.

- 12) 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.
- 13) A party may change its address for notice by giving a notice to the other Party in writing of such change.
- 14) Supplier will depute their representative at our Head Office to pursue the repair & maintenance issue/complaint of supply & installation of UPS Batteries on daily basis with proper logging system within specified response time.
- 15) The contractor will not assign the job to anyone, except prior permission of the bank.
- 16) This agreement is valid for a period of one year commencing from _____ to _____.

Warranty

- The warranty of the goods is two years comprehensive onsite from the date of delivery.

Payment Schedule:

100 % of the total amount for the **Supply & Installation of UPS Batteries** will be paid within one month of invoice submission by the supplier.

if the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier

Performance Security:

As per SPPRA Rule 39, the performance security can only be submitted in shape of pay order/demand draft/bank guarantee. 5% of the total tender amount of will be retained by the Bank as “Performance Security” and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by the branch managers, where the items have been supplied.

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:

- a) If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 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 thirty (30) days; and
- c) If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- d) If two (2) unsatisfactory letters/warnings are issued by the Bank for unsatisfactory performance by the supplier.

Goods Faith:

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

Settlement of Disputes:

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

If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall first complaint redressal committee of the bank and if parties could not reach at amicable situation, then the matter will be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

Conflict of Interest:

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

Confidentiality:

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

INDEMNIFICATION.

_____ (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 also survive after termination of this Agreement.

ACCESS TO REGULATOR.

_____ and SNDB agree to provide State Bank of Pakistan necessary access to the documentation and accounting records in relation to the **Supply & Installation of UPS Batteries** and right to conduct on – site inspection, If required.

Anti – Money Laundering.

"Contractors acknowledge that they do not violate any statutory / prudential requirement on anti-money laundering or record keeping procedure as per existing laws / rules and regulations of locals as well as foreign jurisdiction."

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

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

Supplier Signature _____	Customer Signature _____
Name _____	Name _____
Designation _____	Designation _____
Company Name _____	Company Name <u>Sindh Bank Limited</u>
Address _____	Address <u>Federation House, Sindh</u> <u>Bank Ltd. Abdullah Ghazi</u> <u>Road Head Office, Karachi</u>
Stamp	Stamp

Witness:

Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Address _____	Company Name <u>Sindh Bank Limited</u>
_____	Address <u>Federation House, Sindh</u> <u>Bank Ltd. Abdullah Ghazi</u> <u>Road Head Office, Karachi</u>

ANNEXURE “H”

UNDERTAKING/AFFIDAVIT

To be typed on Rs.50/- Stamp Paper

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

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

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

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

City: _____

Dated. _____

DEPONENT
(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

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

COMMISSIONER FOR TAKING AFFIDAVIT

ANNEXURE “I”

Mandatory Performa

(To be filled by Procurement Committee of the Bank)

S.No: _____

Bidder: _____

S.No	Description	Remarks -Complied with or not
01	Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.	
02	Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.	
03	The bidders are required to submit bids only in prescribed financial proforma given in Tender Document	
04	Attachment of Annexure “A” Financial Proposal & Annexure “B”, if Bank Guarantee is going to be submitted as Bid Security.	
05	The representative present at the time of opening of tender shall be in possession of authority letter on the company’s letter head, duly signed by the CEO of the company	
ALL REQUISITES: FUFILLED / NOT FUFILLED		

Members - Procurement Committee

Signature

1 HEAD OF ADMIN

2 CHIEF FINANCIAL OFFICER

3 CHIEF MANAGER, IDBL

ANNEXURE “J”

Qualification/Disqualification Performa

(To be filled by Procurement Committee of the Bank)

S.No: _____

Bidder: _____

S.No	Description	Remarks/Evidence attached	Qualified	Disqualified
01	History of Blacklisted by SPPRA & Sindh Bank Ltd in the past.			
02	Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances related to provision of supplies/services in same category.			
03	The company is registered with GST/Income Tax/Sindh Revenue Board.			
04	Alternate Bid is offered.			
05	Document attached for confirmation of warranty period of one year.			
06	Supplied Item is in market for the last 3 years. (Bank's evidence only)			
07	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.			
08	Sole distribution certificate			
09	Tender fee submitted in form of Cheque/Not submitted			
OVERALL ASSESSED : QUALIFIED / DISQUALIFIED				

Members - Procurement Committee

Signature

1 HEAD OF ADMIN _____

2 CHIEF FINANCIAL OFFICER _____

3 CHIEF MANAGER, IDBL _____

ANNEXURE “K”

VISIT REPORT

1	Date of Visit	
2	Name of Visiting Official from the Bank	
3		
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	

1 3	Phone PTCL	
1 4	Email address	
1 5	Details of Business	
1 6	Number of Employees in country wide region.	Head Office+
		City-1

		City-2
		City-3
17	Details of Business	
18	Addresses of Offices in countrywide region.	Office.1.
		Address:
		Email:
		Telephone No:
		Office.2.

	Address:
	Email:
	Telephone No:
	Office 3:
	Address:
Email:	
Telephone No:	

	Office.4.
	Address:
	Email:
	Telephone No:
	Office.5.
	Address:
Email:	

		Telephone No:
1 9	Detail of Machinery / Equipment installed	1
		2
		3
		4
		5
2 0	Name / Designation of the Representative with whom the meeting was held.	
	(Visiting Card Attached)	

2 1	Assessment of visiting officer
2 2	It is confirmed that I have personally met with the person named above at the above mentioned business running address.
2 3	<u>Signature of Bank's visiting officials</u> <u>Signature of vendor / representative of</u>

Date: _____ Stamp: _____	Date: _____ Stamp: _____
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