

SNDB/HO/ADMIN/TD/ /20\_\_

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# **Sindh Bank Limited**

## **Tender Document Maintenance & Support Services of HP Servers**

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## DEFINITIONS

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

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

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

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

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

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

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

**“Conflict of Interest”** means -

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Government”** means the Government of Sindh;

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

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

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

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

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

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

**“SNDB”** means the Sindh Bank Limited;

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

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

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

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

# 1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from reputed vendors for Maintenance of HP Server. 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 (Amended 2017) issued thereunder (“**SPPRA**”) which can be found at [www.pprasindh.gov.pk/](http://www.pprasindh.gov.pk/). For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amended 2017).

This TD includes the following Sections:

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

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

Yours sincerely,

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



## 2

### **INSTRUCTION TO BIDDER (ITB)**

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website [www.sppra.org](http://www.sppra.org) 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  
[Tel: 021-35829394/403](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, 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 PORPOSAL**. [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 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 firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

### **2.4.5 Financial Proposal**

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

### **2.4.6 Bid Currencies**

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

## **2.4.7 Bid Security**

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

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

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

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

The bid security shall be forfeited:

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

## **2.4.8 Bid Validity**

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

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

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

## **2.5 Submission of Bids**

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

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 PORPOSAL**. [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 bidding documents.

### **2.5.5 Late Bids**

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

### **2.5.6 Withdrawal of Bids**

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

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

### **2.5.7 Cancellation of Bidding Process**

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

### **2.5.8 Mechanism for Redressal of Grievances**

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

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

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

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

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

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

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

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

### **IMPORTANT**

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

**a) Forwarded on company's original letter head, complete address, NTN of the Company and CNIC of the complainant.**

**b) Incriminating evidence of the complaints.**

### **2.5.9 Review Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.6.2 Clarification of Bids**

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

### **2.6.3 Preliminary Examination**

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

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

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

### **2.6.4 Supplier Eligibility Criteria**

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

## 2.6.5 Eligibility Criteria

SNDB shall evaluate proposals using the following eligibility criteria.

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 05 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. <b>(attached as Annexure "1")</b>	<b>Yes</b>	<b>No</b>
2	Turn Over in last 3 Years should be at least 10 million	Audit Report / Tax Return <b>(attach as Annexure "2")</b>	<b>Yes</b>	<b>No</b>
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates <b>(attach as Annexure "3")</b>	<b>Yes</b>	<b>No</b>
4	Offices in minimum 3 major cities i.e. Karachi, Lahore & Islamabad	Complete address along with PTCL landline numbers <b>(attach as Annexure "4")</b>	<b>Yes</b>	<b>No</b>
5	Company must be partner of the HP equipment manufacturer	Attach Certificate from Principal <b>(Attach as Annexure "5")</b>	<b>Yes</b>	<b>No</b>
6	Company must provide SLA(Service Level Agreement) of at least one bank (other than Sindh Bank) in Pakistan	Attach Service Level Agreement <b>(Attach as Annexure "6")</b>	<b>Yes</b>	<b>No</b>
<b>Qualified / Disqualified</b>				

### ELIGIBILITY CRITERIA NOTE

- 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.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
- The bidder's may participate with joint venture if required.

### MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "H") 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 on time.

### DISQUALIFICATION

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

- Black listed by SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
- 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.
- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).

## **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 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 10 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]



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

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

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

#### **2.7.6 General Conditions of Contract**

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

#### **2.7.7 Special Conditions of Contract**

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

#### **2.7.8 Integrity Pact**

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

#### **2.7.9 Non Disclosure Agreement**

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

### **3. SCOPE WORK / TECHNICAL SPECIFICATION**

#### **Maintenance and Support Services of HP Servers at Sindh Bank Primary Site Karachi and Sindh Bank DR Site Lahore**

Sindh Bank desires to engage partners of the HP equipment manufacturers to provide maintenance and support (including Parts & Labour) for 5 HP servers installed at Sindh Bank Karachi and Lahore data centres, as per the details given in this document and specification mentioned below.

S. No.	Server Model	Serial No
1	HP Proliant DL 380 Gen10	SGH07TR45
2	HP Proliant DL 380 Gen10	SGH07TR47
3	HP Proliant DL 380 Gen10	SGH07TR49
4	HP Proliant DL 360 Gen10	SGH07TR3R
5	HP Proliant DL 360 Gen10	SGH07TR3T

The maintenance contract will be for one year period, and subsequently can be extended for further three years on mutual consent.

Vendor shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labour, transport, insurance etc.

While attending to any complaint vendor will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, replacement of the same must be provided at the site and hardware may be taken to vendor workshop/location for rectification.

With respect to defective, mal-functioning, non-functioning or other problems related to systems vendor must has 24X7 support. This is 24 hours a day, seven days a week including public holidays with 4-6 hours resolution time at Sindh Bank's locations. Principal back support (HP) is mandatory.

Vendor shall ensure that only genuine / approved parts of Manufacturer are being used during any replacement. Vendor will provide backup equipment in order to keep the system up and running.

Maintenance will include One (1) Quarterly Preventive Maintenance of Equipment.

Sindh Bank will impose a penalty on vendor; if vendor is unable to resolve the prescribed hardware issue within the given timelines as agreed, which can be on per day basis of PAK Rupees 5,000/- (Five Thousands Rupees) and will be double (Ten Thousand Rupees) after five days.

The payment may be made in advance on yearly basis and shall be made in PAK rupees.

#### **Note**

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified in evaluation criteria or technical criteria, then next lowest bid will be evaluated.

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 2023-2024)

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

S.No	Item	Unit Cost	Quantity	*Total Amount
01	Maintenance & Support Services of HP Servers		5	
	<b>*Total Amount</b>			

*\* 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 6. 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. 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 labour charges.
3. 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.
4. **Calculation of bid security. 5% of the \*( Total Amount)** will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
5. 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.
6. 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.
7. In case the lowest bid offered is the same in the single stage one envelope procedure between two or more bidders, the successful bidder will be the one who has the highest turnover for the last three years.
8. Pre Bid Meeting will be conducted at Sindh Bank Ltd, Head Office, Basement – 2, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi within a week time before the opening of tender to further clarify the assignment/scope of work given in tender documents and at the same time, queries will be addressed if any by the interested bidder.
9. Payment will be made in Pak Rupee.
10. The vendor will submit a commercial invoice in USD / Pak Rupee along with an exchange rate sheet of SBP. Payment will be made in Pak Rupee SBP notified exchange rate as on the date of invoice

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

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

Dated: \_\_\_\_\_

## **5 Contract**

### **5.1 Conditions of Contract**

#### **5.1.1 Definitions**

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010. (Amended 2017)

“Procuring Agency” or “PA” means SNDB Contractor.

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

#### **5.1.2 Law Governing Contract**

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

### **5.1.3 Notice**

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

### **5.1.4 Authorized Representative**

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

### **5.1.5 Taxes and Duties**

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

### **5.1.6 Effectiveness of Contract**

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

### **5.1.7 Expiration of Contract**

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

### **5.1.8 Modifications or Variations**

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

### **5.1.9 Force Majeure**

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

#### **5.1.9.1 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable

alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **5.1.9.2 Extension of Time**

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

#### **5.1.10 Termination**

##### **5.1.10.1 Termination by SNDB**

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

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

##### **5.1.10.2 Termination by the Supplier**

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

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

##### **5.1.10.3 Payment upon Termination**

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

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

#### **5.1.11 Good Faith**

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

#### **5.1.12 Settlement of Disputes**

##### **5.1.12.1 Amicable Settlement**

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

##### **5.1.12.2 Arbitration**

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

#### **5.1.13 Data Ownership**

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

#### **5.1.14 Obligations of the Supplier**

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

##### **5.1.14.1 Conflict of Interest**

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

#### **5.1.14.2 Confidentiality**

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

### **5.2 Special Conditions of Contract**

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

#### **5.2.1 Performance Security**

The amount of performance security shall be five (10 %) percent of the Contract Price

#### **5.2.2 Payment**

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

#### **5.2.3 Price**

Schedule of prices shall be as fixed in the Contract.



## **Annexure “A”**

### **6. BID FORM**

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

**SEPARATELY FOR EACH TENDER DOCUMENT**

Dated: \_\_\_\_\_, 2023

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:

**Name & Address of Agent**

**Amount and Currency**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(If none, State none)**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
**[Signature]**

\_\_\_\_\_  
**[In the Capacity of]**

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

## **Annexure “B”**

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

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the Maintenance & Support Services of HP Servers.

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 \_\_\_\_ 2023.

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 \_\_\_\_ 2023 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 \_\_\_\_\_ 2023.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

## **Annexure “D”**

### **9. INTEGRITY PACT**

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

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

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

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

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

#### **For and On Behalf Of**

\_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**NIC No:** \_\_\_\_\_

## **Annexure “E”**

### **10. SCHEDULE OF OPENING AND SUBMISSION OF BID**

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

## **Annexure “F”**

### **11. Form of Contract**

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 \_\_\_\_\_ 2023
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
  - Trade secrets;
  - Financial information, including pricing;
  - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
  - Business information, including operations, planning, marketing interests, and products;
  - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
  - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
  - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
  - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
  - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
  - Any use of Confidential Information in violation of this agreement; and/or

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



11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

*Sindh Bank Limited*

*Company Name:*

*Registered Address:*

*Registered Address:*

*Name:* \_\_\_\_\_

*Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Date:* \_\_\_\_\_

## Annexure “G”

### 12. Contract Agreement

#### Service Level Agreement

This agreement is made at Karachi on this \_\_\_\_\_

BETWEEN

**Sindh Bank Ltd a banking company incorporated under the laws of Pakistan**, having its Head office at Address: **3<sup>rd</sup> Floor, Federation House, Clifton, Karachi.** Hereinafter referred to as “SINDH BANK”.

AND

M/s \_\_\_\_\_, having its office at

\_\_\_\_\_”  
“M/S \_\_\_\_\_”.

**WHEREAS M/S \_\_\_\_\_ has agreed to provide Hardware Maintenance Services** under a Service Level Agreement for the Annual Support and Services of HP Servers installed at SINDH BANK as per tender dated \_\_\_\_\_

#### 1. Purpose of Agreement

For a period of Twelve months from \_\_\_\_\_ till \_\_\_\_\_ (both days inclusive), M/S \_\_\_\_\_ will provide hardware maintenance services (with parts) and support to HP Servers listed at \_\_\_\_\_”, against an aggregating amount of Rs. \_\_\_\_\_/- as per Financial Proposal.

The maintenance contract will be for one year period from the date of execution of this agreement and subsequently can be extended / reviewed on yearly basis after mutual written consent of the parties.

#### 2. Services to be provided

- I. M/S \_\_\_\_\_ to attend and resolve support related calls on \_\_\_\_\_ as per \_\_\_\_\_ installed at SINDH BANK. M/S \_\_\_\_\_ core responsibility will be to ensure that servers remain operational.

II. M/S

\_\_\_\_\_ to ensure replacement of faulty parts and ensures that they maintain adequate stock of spare parts. Pickup / drop of equipment / parts from the M/S \_\_\_\_\_ office to SINDH BANK shall also be M/S \_\_\_\_\_ responsibility.

III. Maintenance shall include One (1) Quarterly Preventive Maintenance of Equipment's mentioned in Annexure "A". (1 Quarter =3-months)

IV. Preventive Maintenance will include testing of equipment's, running diagnostics, cleaning/ servicing and adjustments where necessary.

**3. Location covered under SINDH BANK Agreement:**

SINDH BANK 's Agreement covers units setup/installed at in the following locations.

At "Sindh Bank Head Office Karachi and Sindh Bank DR Site Lahore".

**4. Call Logging Procedure**

SINDH BANK shall contact M/S \_\_\_\_\_ Support Department 24/7 to make all Complaint Requests during working / Off Days & on Holidays. All Complaint Requests shall be entered via email or on phone using any one of the following methods

- **Monday to Sunday & During Holidays**

i. Via email \_\_\_\_\_ logging the complaint with at \_\_\_\_\_ – Karachi

A complain number or reply will be provided against all complaints. SINDH BANK LTD shall write these numbers for any future reference pertaining to the particular complain. M/S \_\_\_\_\_ shall not be responsible for any calls logged without a complain number.

• **Monday to Sunday (24/7)**

First Escalation Step		Karachi	Lahore
First complain if the call is not resolved "within specified response time"	Designation		
	Name		
	Phone		
	Cell		
	Email		
<b>Second Escalation Step</b>	Designation		
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	Name		
	Phone		
	Cell		
	Email		
<b>Third Escalation Step</b>	Designation		
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	Name		
	Phone		
	Cell		
	Email		

M/S \_\_\_\_\_ is responsible for running and uptime of Servers during the SLA tenure.

M/S \_\_\_\_\_ shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labor, transport, insurance etc.

With respect to defective, mal-functioning, non-functioning or other problems related to systems, backup part should be provided on immediate basis in order to keep the system up and running. M/S \_\_\_\_\_ shall ensure that the response time of maximum 30 minutes (phone based support) & resolution time will not exceeds 6 hours at Sindh Bank's locations.

In case part is not available and the issue is not resolve in 6 hours. M/S \_\_\_\_\_ will provide equivalent backup.

While attending complaint M/S \_\_\_\_\_ will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, hardware may be taken to vendor workshop/location for rectification after providing an equivalent backup.

M/S \_\_\_\_\_ shall ensure that only genuine / approved parts of Manufacturer parts are being used during any replacement and all faulty and parts will be property of M/S \_\_\_\_\_.

M/S \_\_\_\_\_

\_\_\_\_\_ will not assign its responsibilities and job under this agreement to any one without prior written approval of Sindh Bank.

M/S \_\_\_\_\_ will not be responsible for any data loss and service outage in any case for the equipment covered in this SLA. Backing up and restoring any type of data is responsibility of the customer only.

M/S \_\_\_\_\_ will not be responsible for any OS related issue as this is beyond the scope of this SLA.

M/S \_\_\_\_\_ will not be responsible for part replacement against damaged and burnt parts.

## **5. Payments**

The agreement has been entered into for the sum of **PKRS.** \_\_\_\_\_/- for a period of Twelve months, starting from \_\_\_\_\_ payable in quarterly advance of **Rs.** \_\_\_\_\_/- once the agreement is signed.

## **6. Closure / Reduction of Part of Services**

SINDH BANK may at 30 days prior written notice to M/S \_\_\_\_\_, to ask for closure of the service(s) to be provided under SINDH BANK LTD's agreement or for the reduction of the number of service(s), in which event (& in no other) the service (s) charges reserved in the agreement shall be proportionally reduced.

## **7. Termination**

This service agreement become effective from the date of execution of SINDH BANK agreement and shall continue for one year until terminated by either party by 30 days prior written notice, delivered by registered mail at the address provided in the recital of SINDH BANK agreement. During such notice period M/S \_\_\_\_\_ shall continue to act in the same manner as thereof and shall be entitled to payment for M/S \_\_\_\_\_ services as defined above. However, any unutilized advance shall be refunded by M/S \_\_\_\_\_ to SINDH BANK LTD at the time of termination of agreement.

Either party may immediately terminate this Agreement forthwith by notice in writing to the other if the other party is in material breach of any of the terms of this Agreement and, in the case of a breach, fails to remedy such breach within 10 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it or; passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or; becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or; has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or; ceases, or threatens to cease, to carry on business. In such a case, any unutilized advance shall be refunded by M/S \_\_\_\_\_ to SINDH BANK LTD at the time of termination of this agreement.

The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the SINDH BANK LTD shall pay all sums due in respect of work done and expenditure committed by M/S \_\_\_\_\_.

Upon the termination of this Agreement and payment by SINDH BANK LTD of all items properly chargeable to SINDH BANK LTD hereunder, M/S \_\_\_\_\_ will give SINDH BANK LTD all reasonable co-operation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements, time or materials yet to be used all rights and claims thereto.

#### **8. Penalty Clause:**

Sindh Bank will impose a penalty on M/S \_\_\_\_\_; if M/S \_\_\_\_\_ if it remain unable to resolve the prescribed hardware issue within the given timelines as agreed, which can be on per day basis of PAK Rupees 5,000/- (Five Thousands Rupees) and will be double (Ten Thousand Rupees) after five days.

#### **9. CONFIDENTIALITY**

- i. **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of M/S \_\_\_\_\_ and its personnel during normal course of business / Services shall be the property of the Sindh Bank at all times and / or any of the Sindh Bank 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 M/S \_\_\_\_\_.
- ii. M/S \_\_\_\_\_ acknowledges that the Sindh Bank is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, M/S \_\_\_\_\_ shall not disclose any data, information or other affairs of Sindh Bank's customers which may come to the knowledge of M/S \_\_\_\_\_ in providing the above services. M/S \_\_\_\_\_ undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of M/S \_\_\_\_\_ under this Agreement.
- iii. In the event of breach of this clause, M/S \_\_\_\_\_ shall be liable to pay damages to the Sindh Bank and indemnifies the Sindh Bank against any injury arising out of any breach of this clause by the Sindh Bank.
- iv. This clause shall also survive after termination of this Agreement.

#### **10. INDEMNIFICATION.**

- i. M/S \_\_\_\_\_. (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the Sindh Bank and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands,

settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

ii. This Article shall survive after termination of this Agreement.

## **11. Ensuring Access to SBP**

M/s \_\_\_\_\_ and Sindh Bank will ensure that to provided necessary access to State Bank of Pakistan for documentation and records in relation to the outsourced activities and right to conduct on-site to M/S \_\_\_\_\_, if required.

## **12. Evaluation**

SINDH BANK will conduct a full evaluation and review its relationship with M/S \_\_\_\_\_ every 3 months (quarterly), including (without M/s \_\_\_\_\_) the performance of the Key individuals and other staff of M/S \_\_\_\_\_. Any resulting charges agreed to the Services, the remuneration or any other aspect of the Agreement shall be agreed in writing, failing which the arrangements in place at the time of the Evaluation, for instance as to M/S \_\_\_\_\_ remuneration, will continue to apply.

The quality of the M/S \_\_\_\_\_'s Services shall be of the highest standard and shall be subject to regular review by SINDH BANK. M/S \_\_\_\_\_ will receive guidelines time to time from SINDH BANK with respect to the service quality. The decision of SINDH BANK with respect to the quality of M/S \_\_\_\_\_'s services shall be final.

## **13. Responsibility of M/S \_\_\_\_\_'s Staff/Employee etc.**

M/S \_\_\_\_\_ shall supervise and deal with his staff directly and also ensure that all requirements of Various Labor laws of Pakistan as may be applicable to them (staff) or their establishment(s) are complied with under the Pakistani law.

As stated above the staff engaged by the M/S \_\_\_\_\_ shall for all purpose is his own employees and under no circumstances would there be any employer/employee relationship between them and SINDH BANK except to the extent that they may be issued ID cards for the purposes of security etc. In SINDH BANK LTD's respect M/S \_\_\_\_\_ hereby undertakes to indemnify and hold SINDH BANK harmless against any claims, demands or legal proceedings initiated by any persons employed by the M/S \_\_\_\_\_ (or anyone appearing on behalf of \_\_\_\_\_) in respect of unpaid wages, Workmen's Compensation claims or any other legal benefits and/or claims arising out of their relationship with M/S \_\_\_\_\_.

#### **14. Unenforceable Provision**

M/S \_\_\_\_\_ shall not be entitled to assign its obligations to any one under this Agreement without the prior written consent of SINDH BANK. Moreover, M/S \_\_\_\_\_ shall at all-time function and be regarded as an independent service provider upon the parties.

#### **15. Governing Law**

SINDH BANK Agreement shall be constructed in accordance with laws of Pakistan. In case of any dispute the parties will endeavor to resolve the same mutually otherwise the matter shall be forwarded to the Grievances Committee of the bank, thereafter may be dealt in accordance with the provisions of Arbitration Act 1940 and venue shall be at Karachi.

#### **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 be 1<sup>st</sup> refer to the Grievance Committee of The Bank thereafter 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.

#### **Obligation of the Contractor:**

1. M/S \_\_\_\_\_ 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 Contractor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.
2. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the Sindh Bank & the billed amount will be deducted from the performance security/ upcoming payment due to M/S \_\_\_\_\_. Risk & subsequent cost to this effect if any will be liability of the M/S \_\_\_\_\_ and any subsequent expenses on the equipment will also be borne by the M/S \_\_\_\_\_.

#### **Extension of Time:**

5. Any period within which Party shall, pursuant to this agreement, 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.



**Taxes and Duties**

The vendor and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price.

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound, have duly executed SINDH BANK LTD's Agreement to become effective as of the date first above written.

M/s\_\_\_\_\_

**SINDH BANK LTD.**

-----  
**Signature & Official Stamp**

**Name:**

**Designation:**

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**Signature & Official Stamp**

**Name:**

**Designation:**

**WITNESSES:**

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**NAME:**  
**TITLE:**  
**CNIC:**

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**NAME:**  
**TITLE:**  
**CNIC:**

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**NAME:**  
**TITLE:**  
**CNIC:**

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**NAME:**  
**TITLE:**  
**CNIC:**

**ANNEXURE “H”**

**14. UNDERTAKING/AFFIDAVIT**

To be typed on Rs.40/- 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**