

SNDB/COK/ADMIN/TD/1388/2024

COPY NO: _____

Sindh Bank Limited

**Tender Document
SUPPLY AND INSTALLATION OF
CONTACT CENTER SOLUTION**

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1 DEFINITIONS

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

“Bidding Documents” means the documents notified by the Authority for the preparation of bids in a 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 (or debarring) 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 AND INSTALLATION OF CONTACT CENTER SOLUTION. Detail of the specifications of related services / hardware to be provided is given in the scope of work/technical specifications in Section [3] hereto. Bidders will be selected under procedure described in this tender document in accordance with the Sindh Public Procurement Rules 2010 (Amended Up to Date) and instructions to bidders ITB given under SPPRA bidding document for national competitive bidding Pakistan – procurement of goods, which can be found at <https://ppms.pprasindh.gov.pk/PPMS/>. 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 Up to Date)

This TENDER Documents includes the following Sections

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

Proposals must be submitted at the below mentioned address;

Yours sincerely,

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 <https://ppms.pprasindh.gov.pk/PPMS/> 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 Information Technology
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2.2 Eligible Bidders

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

2.3 Corrupt Practice

1. SNDB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SNDB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010 (Amended Up to Date), 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 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. Adding of any condition on the said format will not be taken in to consideration.

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** [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)] / Any bidder being aggrieved by any act or decision of the SNDB after the issuance of notice inviting tender may lodge a written complaint.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT

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

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

2.5.9 Review Panel

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

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

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

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

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

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SNDB

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

2.6.2 Clarification of Bids

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

2.6.3 Preliminary Examination

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

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

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

2.6.4 Supplier Evaluation Criteria

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

2.6.5 Eligibility Criteria

The prospective Supplier will provide Sindh Bank with one (01) *SUPPLY AND INSTALLATION OF CONTACT CENTER SOLUTION* with Operating System (OS) that includes the following features.

Bidder/OEM Eligibility Criteria:

The contract will be awarded to the successful Bidder whose bid will be found technically compliant and has offered the lowest cost and emerged as most advantageous bid. Proposed Bidder must qualify following criteria:

S. No.	Requisite	Compliance / Proof	
1	Bidder must be registered with the Income Tax and Sales Tax Department and must appear on the Active Taxpayer List of FBR.	Yes	No
2	Bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan.	Yes	No
3	Bidder must have an Annual Turnover of at least PKR 50 Million in the last Three (03) financial years. Audited Financial reports or Tax Statements to be submitted with the proposal.	Yes	No
4	Bidder/OEM proposed solution must be deployed in at least One (01) commercial Banks during last three years.	Yes	No
6	Bidder must have successfully done One (01) deployment Proposed Solution in commercial Banks last three years.	Yes	No
7	Bidder must have a service and support office in at least three (03) major cities of Pakistan including Karachi.	Yes	No
8	Bidder must not be blacklisted by any government, semi-government, or private organization.	Yes	No
9	The bidder must submit an OEM authorization letter for this specific procurement.	Yes	No
11	Bidder must be in relevant IT business for last Five (05) years.	Yes	No
	Qualified/Not qualified.		

ELIGIBILITY CRITERIA NOTE

1. If the company is not an active Taxpayer it will be considered disqualified (Attached Proof as Annexure-6).
2. There can be a 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.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, the bidder will be disqualified.
4. Bank reserves the right to verify all or any documents from the source, submitted in the bid as per SPPRA rule # 30(1).
5. The bank reserves the right to verify the equipment from the principal at any time to ensure that the supply of equipment is genuine, original, and new and that its specifications are the same as described in the bid. In case of any fake/refurbished equipment, the company may be subject to legal proceedings as per SPPRA rule # 30(1).
6. Company will be considered disqualified if the specification of the Equipment quoted does not meet the specification given in the tender document.
7. Company shall supply Goods as per specifications and upon the recommendations of the Technical/Standardized Committee appointed by the Bank within 12 to 14 weeks from the date of receipt of purchase order. In addition to that Rs. 500/- per day will be fined after 10 days and Rs. 1,000/- per day will be fined after 20 days.
8. Joint venture (JV) are acceptable.

MANDATORY

1. GST/Income Tax Registration/Registration with Sindh Revenue Board
2. Attachment of Affidavit (specimen attached as Annexure “H”) on stamp paper from the owner of the company.
3. Attachment of Annexure “A” (With Financial Proposal) & Annexure “B” (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the envelope, carrying tender document is a 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.
5. The bidders are required to submit bids only in the prescribed financial proforma given in the Tender Document.
6. The representative present at the time of opening of the tender shall be in possession of an authority letter on the company’s letterhead, duly signed by the CEO of the company.
7. The Company must be in I.T. Business for Preferably 04 Years in Pakistan. (Attach documentary proof as Annexure-7)
8. The company must provide a valid & latest Manufacturer Authorization Certificate (MAF) from the Manufacturer/Principal for the supply of required equipment.
9. (Attach documentary/certificate proof as Annexure-8)

Note: Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, the bidder will be disqualified.

DISQUALIFICATION

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

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued two (2) warning letters/emails by Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered/Registration With Sindh Revenue Board
4. An alternate bid is offered.
5. Non - 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 qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without a Tender Fee.
8. Warranty of supplied items is less than 1 year.
9. If during the verification process of the client list, the response by any of the banks is unsatisfactory on account of previous performance.
10. After supply, if the specification of supplied items is found different from the items produced in front of the committee at the time of technical evaluation.
11. In the past, the company agreement has been prematurely terminated after due qualification in any of the categories of the tender

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.

Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring agency.

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

2.7.4 Signing of Contract

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

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

2.7.5 Performance Security

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

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security,

in which event SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

Failure of the successful Bidder to comply with requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bid.

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”]*

SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited (SNDB) requires SUPPLY AND INSTALLATION OF CONTACT CENTER SOLUTION at its Head Office & DR site.

Required items should strictly be original/genuine and in accordance with the below specifications

SUPPLY AND INSTALLATION OF OMNICHANNEL CONTACT CENTER SOLUTION

SECTION-1

Functional Requirements

Sindh Bank requires sealed bids from reputable firms/companies for procurement of Contact Center Solutions and Service Transformation Consultancy.

Contact Center Solution: The product should be fully equipped state-of-the-art infrastructure such as the latest Telephony Systems, ACD (Automated Call Distributor), CTI (Computer Telephony Integration), CRM (Customer Relationship Management), Skill-Based Routing, Call Recording, Role Based Matrix, Live Monitoring, Reporting/Dashboard, Integrated Dialer, Wallboard, Self Service IVR, Digital Channels and Enterprise-Level Complaint Management System.

Service Transformation Consultant: We aim to engage a partner to Plan, Design, Develop, and Implement a full-fledge Contact Center solution for SINDH BANK. The consultant would advise us in developing the strategy for Contact Center automation and help in devising the process to transform the center into a customer-centric channel. The Consultant would also help in developing consistent customer experience across conventional/voice and digital channels for meeting the customer needs of tomorrow.

Project Phases

The scope of the project comprises into following phases:

ADOPTION PHASE – 3 Months:

Implement a multi-channel Unified Contact Center Platform and allow customers to interact with Bank through different channels for resolving customer queries seamlessly.

- Implement Telephony Infrastructure/PABX with automatic call routing, priority handling and skill-based routing.
- Queue Management
- Calendar and Dial Rule Management
- Designing Campaigns
- Designing Workflows
- Basic IVR functionality with CTI, Message Prompts, Queue Number and Expected Time in Queue
- IVR Self-Serve including PIN issuance, Balance/Transaction Inquiry and Product Inquiry, Card Blocking
- Channels Enablement (Voice inbound, Voice Outbound, Callback & Backoffice)
-
- Customer Service Portal with customer interaction history across channels
- Wallboard & Service Dashboard
- Call Center and Agent Performance Reports
- Supervisory Real-time Monitoring (Agent, Teams, Floor, Service Level)
- Knowledgebase Module

- Role Matrix

ENGAGEMENT PHASE – 3 Months:

Enabling Digital Customer Services and allowing access for customers with enhanced user experience

- IVR Self-Serve (Card Request, Activation, ATM PIN issuance/reset, chequebook request, activation, stop leave, etc.)
- Channel Enablement (Chat & Email)
- Complaint Management (Contact Center, Backoffice and Branches)
- Sales Lead Management
- Integration with the Bank's SMS Gateway
- Admin Module to Manage operational tasks.
- IVR CSAT Survey
- Card Inventory System
- Courier Tracking System
- SMS & Email Template Management

AUTOMATION PHASE – 3 Months

Advancing self-serve engagement using BOT/Conversational AI and enabling real-time service delivery and payments.

- IVR Self-Serve (Utility Bill Payment, Fund Transfer, Request/Complaint Logging)
- Channel Enablement (In-App Chat, Web Chat)
- Integrating BOT for inquiry, complaint logging, and payments on Chat,
- Integrating social media and WhatsApp channels
- Robo Calls through IVR (Surveys, Message Communication, and PIN validation)
- E-Learning Module
- Customer Sentiment Analysis Module
- The system should have the capability to move solutions in the cloud in the future.
- System should be hardware agnostic and not dependent on proprietary hardware.
- System should ensure open architecture to have integration with the Bank's backend system.
- The participating company or their principal or any party in the consortium should not have been blacklisted in any organization in Pakistan, should not have filed for bankruptcy or have been involved in fraudulent activity of tax invasion.

SECTION-2

Role of Service Transformation Consultant

The Bank is anticipated obtaining services of Professional Service Transformation Consultant in this project to elevate the Sindh Bank Customer Services and design the experience for todays and future customers.

Following professional services are requested from consultant as part of the project:

- Advising priorities and project execution approach to implement the agreed scope.
- Developing a comprehensive roadmap to follow throughout the project.
- The consultant shall be responsible for Contact Center Business implementing international best practices to achieve operational efficiency and obtaining global certifications, including ISO 9001 and 27001.
- Requirement Gathering from different stakeholders and documenting Functional specification.
- Plan User-Design journey workshop and develop prototype.
- Project Management and ensuring timely delivery of each milestone.
- Recommendation on Product Customization, UI/UX Design, Customer Journey Mapping
- Support in integration with partners and 3rd party services

SECTION-3

BoQ – Bill of Quantity

The solution comprises following number of licenses (per seat or channel)

S.No	Item(s)	Quantity
1-	Telephony PABX / Switch	30 Seats
2-	Voice Inbound	30 Seats
3-	Voice Outbound	30 Seats
4-	Multimedia Channel License (Email & Chat)	30 Seats
5-	Voice Recording	30 Seats
6-	IVR (Interactive Voice Response)	30 Channels
7-	Supervisor / Admin Portal	3 Seats
8-	Wallboard – All Service Channels	2 Seats
9-	CRM (Customer Relation Management)	300 users
10-	Complaint Management System	300 users
11-	Dashboard Analytics	Solution
12-	Role Matrix	Solution
13-	Courier Tracking	Solution
14-	Card Inventory System	Solution
15-	IVR Self-Serve	Scope Defined
16-	E-Learning	Solution
17-	Knowledgebase	Solution
18-	Survey Feedback	Solution
19-	Sales Lead Management	Solution
20-	UI/UX Design, Integration, SIT, UAT & Go-Live	One Job

*Comprehensive demo session of each item will be required to qualify for the technical score.

Contact Center Channels

The solution must cover following channels and integrated with dialer to operate calling functions:

- Inbound Voice
- Outbound Voice
- Call back
- Email
- Chat
- Back office
- Robo Calls

CRM – Customer Relationship Management

- Implement a multi-channel Contact Center and allow customers to interact with Bank through different channels for resolving customer queries seamlessly.
- Implement Telephony Infrastructure/PABX with automatic call routing, priority handling and skill-based routing.
- Queue Management
- Calendar and Dial Rule Management
- Designing Campaigns
- Designing Workflows
- Basic IVR functionality with CTI, Message Prompts, Queue Number and Expected Time in Queue
- The solution must be role-based, managed by the Central Administrator.
- Call Recording, Search, and Playback Utility and CTI popup with CLI is required.
- The application needs to be configured to support automatic screen population via CTI (Computer Telephony Integration)
- The solution must provide a LIVE agent monitoring/management wallboard to monitor, coach and evaluate agent on an ad-hoc basis.
- Integrated Dialer to ensure single window solution.
- Contact Uploading and Calendar to define off hours
- Allow managing work code (Creation, modification/editing); the system should provide the functionality to configure work codes for different roles and customer categories in various campaigns.
- The solution must have Quality monitoring and call evaluation modules.
- The solution must have online training and coaching Module.
- The solution must follow PA DSS and PCI DSS compliance standards.
- Providing an Audit trail facility to track the Agent activities along with Live Call Monitoring.
- Debit Card / Credit Card /Tele-banking / Internet / Mobile Banking / Branchless Banking Products PIN Generation, Regeneration & change
- Cheque Book and Payment Order Request via IVR
- Card Activation, Reactivation & Deactivation on IVR
- Debit / Credit Card Blocking and Replacement Card Request
- Request for account statement.
- Account Balance for multiple accounts.
- Mini statement for multiple accounts
- Last Card Transaction details

- Funds transfer, Utility bills payment, Mobile prepaid top-up & postpaid connection bill payment from multiple accounts.
- Authentication through OTP and IVR PIN
- Send Product Information through SMS and Email
- Customer profile management
- Managing Non-Bank Customer for complaint logging and tracking
- Cross-Channel interaction history
- The proposed solution should have the Knowledge Base module to create and maintain a rich repository of documents and provide an ability to create content.
- The proposed solution must provide an integrated user-friendly reporting tool to design a custom report on an ad-hoc basis.
- The proposed solution must have comprehensive reports for various activities by the Contact Center.

Features, Service Menu & Reports

1. Queue management (priority to card lost) queue number provided in IVR and language selection option (Urdu/Eng.), categories and customer feedback option after end of call in IVR.
 - IVR Self-Serve including PIN issuance, Balance/Transaction Inquiry and Product Inquiry, Card Blocking (TPIN)
 - Channels Enablement (Voice inbound, Voice Outbound, Callback & Back office)
 - IVR along with model for voice prompt in English & Urdu language.
 - Customer Service Portal with customer interaction history across channels
 - Wallboard & Service Dashboard
2. Real time wall board shows agent on calls, on break and offline.
3. Call Center and Agent Performance Reports (Individual and Combine)
 - Agent total login hours (day wise/monthly/year wise)
 - Total agent break time (day wise/month wise/year wise)
 - Total individual report (login /logout/total break/total login hours/calls received /Calls dropped),
 - After Call Work Break Report.(day wise/monthly/year wise)
 - Call pick-up time (day wise/monthly/year wise)
 - Average Call Duration (day wise/monthly/year wise)
4. Missed by Agent, Total Calls Received.(day wise/monthly/year wise)
5. Supervisory Real-time Monitoring (Agent, Teams, Floor, Service Level)
 - Knowledgebase Module
 - Role Matrix
 - CMS & Core (Vision, ABIII, AIB) Banking system integration with IVR
6. One window solution (CMS and Core banking Vision, Account statement Islamic accounts as well integrate with IVR.
7. Service Level Report (Day wise / Month wise /Year wise)
8. Total Landed Call Report
 - Both received and not received calls. (day wise/monthly/year wise)
9. Technology Based Verification to ensure authentication of the customers and spoofed call at the Call Center and management of the associated risks.

Tender Document – SUPPLY AND INSTALLATION OF CONTACT CENTER SOLUTION

- Check box for verification (CNIC, Name/Account Title, Mother Name, DOB, Register Mobile number, CNIC Expiry (optional) & Address) & reporting.
10. Auto Backup server for both CC (DR SITE)
11. Pin Generation Report
- Number of Pin generated report (Day wise, Month wise/ Year wise)
12. Missed Call Alert and Abandoned Calls Report (Day wise /Month wise / Year wise)
13. Abandoned Calls report from system and from queue.
14. Data Fetching on CNIC & Registered Mobile Number.
- Customer details should be reflected from the both CNIC and registered number which is mentioned in customer's account.
15. Masking of ATM Cards
- Only last 4 digits of ATM cards visible in Customer details
16. Real Time Balance
- Current balance must shows in details even customer made transaction 1 min before.
17. Incoming Call Monitoring / Outgoing Call Monitoring
- Live Call monitoring during calls.
18. After Call Work Report.
- After calls work option when calls end agent can put the detail of call before other call land & ACW break (individual report agent wise)
19. Extension to Extension Calling
- Internally system option to calls agent via soft phone
20. Detailed Incoming Call Report/Outbound Report and recording.
- Total inbound / outbound calls report (day wise/ month wise/ year wise)
21. Rights and Access Controller
- Rights and access control to concerns.
22. Call wait times of not more than one minute for card block request shall also apply to blocking request for all digital channels including branchless banking accounts/ wallets, mobile and internet banking channels, etc. Further, also provide self-service IVR based functionality for blocking digital channels through their call centers.
23. Functionality to block individual as well as all digital channels of a customer with a single option in Call Center and in branches as well, after obtaining consent of the customer.

Complaint Management System

Lodgement

- 1) Following modes of complaint lodgement should be integrated with CRM.
- Call Center
 - Email
 - E-forms
 - Surface Mail

- Fax
 - Complaint boxes/Registers
- 2) Integrate all mode of complaint lodgement such as complaints lodgement through SMS/ call back service/ mobile application, self-service kiosks all Social media platforms with CRM to ensure all queries/complaints/comments treated fairly and efficiently. Request Management System (RMS) should also be integrated with CRM to register any customer query/request other than complaint.
 - 3) Auto generated SMS to be sent to customer bi-annually to inform them about the modes of complaint lodgement.
 - 4) Acknowledgement with auto generated complaint tracking number should be sent to customer through SMS and emails mentioning expected turnaround time (TAT) of complaint resolution and Call center number for confirming the complaint status.
 - 5) Once complaint finalizes, the comments box in CMS must have auto correction to minimize mistakes and resolution can be tracked and analyzed for corrective measure to avoid recurrence of complaint.
 - 6) Integrate feedback mechanism on complaint resolution and grievance handling mechanism in CMS to gauge voice of customer (VOC)
 - 7) Lodgement access should be available to all frontline staff for including Branch staff
 - 8) Auto interims & escalation required as per the below mentioned matrix:

For Minor complaints:

- 1st Escalation: On the 3rd working day - to the next reporting line
- 2nd Escalation: On the 5th working day to the Concerned Head of Department

For Major complaints:

- 1st Escalation: On the 7th working day - to the next reporting line
- 2nd Escalation: On the 14th working day to the concerned Head of Department
- 3rd Escalation: On the 21st working day to the President & CEO

	TAT in days	1st Interim	2nd Interim	1st Escalation	2nd Escalation	3rd Escalation
Minor a	3	-	-	-	-	-
Minor b	7	5 th Day	-	3 rd Day	5 th Day	-
Major	30	10 th Day	20 th Day	7 th Day	14 th Day	21 st Day

Reports

System generated quarterly returns as per SBP’s prescribed format (SBP Annexures attached)
 Reports on recurring complaints and trend based analysis

Other subsequent Req

- 9) Enterprise-level workflow to define the complaint or service with multiple resolution owner
- 10) Mechanism for Branches for resolving complaints.
- 11) Supervisory rights to monitor complaints and reassign.
- 12) Escalations up to Tier 4,
- 13) Interim Notification
- 14) Multiple RO Assignment should be demonstrated in the Complaint Management System
- 15) Comprehensive Dashboard for Complaint and Service Management
- 16) Enterprise and Department level Wallboards will be required as part of the project
- 17) Defining dynamic SMS and Email templates should be included in the solution.
- 18) The Complaint Management System must follow SBP guidelines and demonstrate strict compliance.
- 19) The solution must have an Administration module to manage Service Request, create SMS/Email template with dynamic values, manage surveys on IVR and different channels,
- 20) Bulk SR/Complaint creation, closing and assignment.
- 21) These are the high-level expectations; the complete requirements need to be identified/gathered during the discovery workshop sessions during the project planning phase.
- 22) Allowing complaint lodgement from Contact Center channels, IVR, Chat, Email, Website and App
- 23) Integrate all mode of complaint lodgement such as complaints lodgement through SMS/ call back service/ mobile application, self-service kiosks all Social media platforms with CRM to ensure all queries/complaints/comments treated fairly and efficiently. Request Management System (RMS) should also be integrated with CRM to register any customer query/request other than complaint.
- 24) Auto generated SMS to be sent to customer bi-annually to inform them about the modes of complaint lodgement.

- 25) Acknowledgement with auto generated complaint tracking number should be sent to customer through SMS and emails mentioning expected turnaround time (TAT) of complaint resolution and Call center number for confirming the complaint status.
- 26) Once complaint finalizes, the comments box in CMS must have auto correction to minimize mistakes and resolution can be tracked and analyzed for corrective measure to avoid recurrence of complaint.
- 27) Integrate feedback mechanism on complaint resolution and grievance handling mechanism in CMS to gauge voice of customer (VOC)
- 28) Lodgment access should be available to all frontline staff for including Branch staff
- 29) Auto interims & escalation required as per the below mentioned matrix

Branch Service Level Assessment.

To curb the service delivery lapses and TAT breaches in the branches, following parameters needs to be incorporated in CRM.

Service Quality Assessment Check List- Sindh Bank Ltd.

Section 1: Branch External Environment	Available Marks	Yes/No	Achieved Marks	Comments
Condition/cleanliness of branch & ATM signage	3	Yes	3	
Cleanliness of branch exterior & availability of branch timing plate at the entrance	3	Yes	3	
Section 2: Branch Internal Environment				
Cleanliness of branch interior	3	Yes	3	
Was water dispenser available for customers and clean?	3	Yes	3	
Were the staff workstations clean and uncluttered?	3	Yes	3	
Appearance (Dress Code & Employee Cards) of branch staff	3	Yes	3	
Was the branch lighting condition sufficient?	3	Yes	3	
The complaint/suggestion drop box is prominently placed in the branch	3	Yes	3	
Furniture & fixture of the Branch are properly placed and maintained.	3	Yes	3	
Section 3: Product Knowledge				
Did staff provide correct information regarding the product/service?	3	Yes	3	
Did the staff use convincing arguments to persuade the customer?	3	Yes	3	
Was his/her language listener friendly and clear?	3	Yes	3	
Was Branch staff efficient in Telephonic services?	3	Yes	3	
Section 4: ATM Logistics & Functionality				
Cleanliness of ATM vestibule/ ATM area	3	Yes	3	
Availability of Guidelines for ATM card holders & education as per SBP	3	Yes	3	

ATM hotline availability, functionality, directly landing on call center, clean & not damaged	3	Yes	3	
ATM functionality	3	Yes	3	
Section 5: Fairness In Banking Conduct				
Branch follows TATs adequately	5	Yes	5	
Adequate Cash Counters' services	4	Yes	4	
Key Fact Statement (KFS) were available in the branch and accurately filled and evidence duplicate copy provided to customer.	4	Yes	4	
Assigned focal person for resolution of PEPs complaint in the branch	4	Yes	4	
Provision For Special Persons/amputees in the branch	4	Yes	4	
All the required notices are properly organized and displayed on notice board	4	Yes	4	
Was the branch operational as per timings mentioned on timing plate?	4	Yes	4	
Section 6: Safety & Security				
Availability of CCTV cameras	4	Yes	4	
Availability of Fire extinguishers, Burglar Alarm system, smoke detectors & motion sensors (where ever applicable)	4	Yes	4	
Availability of Security Guard, Proper Uniform, Weapon and Metal Detector	4	Yes	4	
Availability of security lock on the Branch and ATM exit	4	Yes	4	
Hawkers/ Beggars or other irrelevant people were not found in front of Branch	4	Yes	4	

Technical Requirements:

- Interface through middleware/direct web services to SINDH BANK host Application and other systems and external entities for financial and non- financial transactions/updates.
- Support all types of integration, including web services/APIs/ XML.
- User interface should be compatible with all major browsers (including but not limited to different versions of IE, Chrome and Firefox)
- Support of the online data replication at the SINDH BANK's backup site for disaster
- Recovery Data backup and archiving support
- The solution should have/prepare effective backup and recovery plans to support and maintain a stable and reliable operating environment in automated mode.
- The plan should state Backup frequency of database and/or files Recycle procedure of the backup; and Recovery procedure in the event of system failure
- Daily/weekly/monthly/yearly preventive maintenance procedure and activities
- Housekeeping for growing logs

- Up to date patch would install all relevant log files and traces
- User access control system
- Configuration properties
- User Role Matrix upto feature level.

Security Requirement:

- End-to-end encryption of data transmission.
- Authentication based on secure password as per SINDH BANK policy.
- The system should support multiple authentications based on SINDH BANK preferences.
- Should maintain detailed transaction logs to enable processing audit trails to be reconstructed in the event of any disputes or errors.
- The retention period of logs should be parameterized.

Administrator portal:

- User ID creation, modification, enabling & disabling functionalities.
- All administrator activities shall be logged to track the creation, modification and/or deletion of any data.
- Roles and Rights Management
- Audit Trail (user activity, system connectivity, application alerts)

Note

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified evaluation 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. Selected bidder must provide a demo/sample unit immediately (within two working days) for necessary inspection/verification of the specifications.

The agreement will be renewed next three year on yearly basis

Joint venture (JV) are acceptable.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2024-2025)

Name of Bidder _____

S. No	Item	Unit Cost	Total amount with all taxes
* 01	SUPPLY AND INSTALLATION OF CONTACT CENTER SOLUTION		
T	2 nd year subscription and/or Support Cost		
h	3 rd year subscription and/or Support Cost		
i			
S	*Total Amount		

* To secure a fixed rate, Sindh Bank need to know the pricing for the second and third years.

* 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).

Total Amount will be taken as price offered by the vendor.

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost must include all 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 /Bank Guarantee in favour of Sindh Bank Ltd.
5. 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
6. 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.
7. 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.
8. All conditions in the contract agreement attached as Annexure G are part of this tender document.
9. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
10. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
11. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
12. Pre Bid Meeting: Within one week (For Any Clarification)

Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

Signature & Stamp of Bidder _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

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

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

5.1.2 Law Governing Contract

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

5.1.3 Notice

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

- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.1.4 Authorized Representative

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

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

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

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination

5.1.10.1 Termination by SNDB

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

- a. If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the SNDB may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SNDB has engaged 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 (10 %) percent of the Contract Price

5.2.2 Payment

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

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

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

5.2.4 Annexures

BID FORM	(Annexure "A")
BID SECURITY FORM	(Annexure "B")
PERFORMANCE SECURITY FORM	(Annexure "C")
INTEGRITY PACT	(Annexure "D")
SCHEDULE OF OPENING & SUBMISSION OF BID	(Annexure "E")
FORM OF CONTRACT Non Disclosure Agreement	(Annexure "F")
AGREEMENT	(Annexure "G")
AFFIDAVIT/UNDERTAKING	(Annexure "H")

BID FORM

FORM OF BID

Tender Reference No.....

Dated: _____, 2024

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

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 understand that all the Annexures attached hereto form part of this Bid.

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

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

If our Bid is accepted, we will obtain the Bank Guarantee/Pay order in a sum equivalent to ten percent (10%) of the Contract Price for the due performance of the Contract, in the form prescribed by SNDB.

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

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

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

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

Name & Address of Bidder in Block Capital

Dated this _____ day of _____ 201

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Witness;

Signature; _____

Name: _____

Address:-----

Occupation:-----

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 Internet (Bandwidth) Connection

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 ____ 2021.

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 ____ 202 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 _____ 202 .

Signature and Seal of the Guarantors

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”

10. SCHEDULE OF OPENING AND SUBMISSION OF BID

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

Annexure “F”

11. FORM OF CONTRACT (Non-Disclosure Agreement)

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

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

1. The Effective Date of this Agreement is _____ 2024.
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

This Agreement is made on this _____ day of _____ ,
Between Sindh Bank Limited having its head office at 3rd Floor, Federation House, Clifton,
Karachi (hereinafter called the Purchaser)

And
M/S. _____ having its registered office at
_____ (Here in after called the Vendor).

WHEREAS the Vendor is the dealer/supplier/manufacturer of _____
(Goods).

AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on
the terms and conditions laid down hereinafter for the supply of Equipments for the BANK of
total
sum Amounting Rs. _____ .

Detail of Equipment is as follows.

	Product	Quantity	Unit Price PKR	Total Price (PKR)

Terms & Conditions:

1. The vendor will provide the performance security in the form acceptable to the Bank. for the 10% of the order value for the period of 90 days from the date of Submission of performance security . In case Vendor does not fulfil its commitments the bank reserves the right to enforce the performance security. All terms & condition of the tender documents are part of this agreement

2. The vendor shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Bank within _____ weeks from the date of receipt of Purchase Order.

3. The bank will have the option to enforce the performance bond on happening of any one or all the following events.

- a. If the vendor fails to deliver the Goods as per agreed Schedule.
- b. If the vendor fails to get the Goods inspected by the Technical Committee.
- c. If the Goods supplied by the vendor fails to perform as per Banks requirement.

In addition the Bank will have the option to cancel the order and offer the same to the next lowest bidder.

4. The Vendor is obliged and bound to replace any or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.
5. The warranty of the equipment is One year comprehensive onsite from the date of delivery.
6. The warranty will be effective while the Goods remain in the premises of the Bank and the Bank will not be responsible to send the equipment to the vendor site. In case however if any portion of equipment required to be shifted to vendor's site, vendor will provide equivalent backup during the warranty period.
7. Vendor agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the equipment during the warranty period. In case the effected part is not available, then the vendor will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Bank. The vendor will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance, Software Updates & Patches & Support.
8. The vendor 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.
9. The Bank reserves the right to Test/Check the equipment to ensure that it is provided as per specification in the tender document. For any discrepancies, the Bank reserve the right to forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of the Bank forever. The decision of the Bank shall be final and binding upon the vendor.
10. In the event of the default on the part of the vendor, in the performance of any condition of the Contract and if such default is not remedied within 3 days it shall be lawful for the Bank to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with vendor and the decision of the the Bank will be the final and legally binding on the vendor.
11. Proportionate payments against supply of equipment will be made within Thirty days from the equipment delivery date.
12. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Complaint Redressal Committee for Dispute Resolution.
13. Delivery will be made by the vendor at different locations prescribed by the Bank.
14. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged.
15. The term of this agreement shall be for the period of _____ year, commencing from the date of signing of this agreement. Extendable up to three years.

CONFIDENTIALITY

i. **Confidential Information.** For the purposes of this Agreement, the term “Confidential Information” shall mean any information comes in possession of M/S _____ on and its personnel during normal course of business / Services shall be the property of the SNDB

at all times and / or any of the SNDB’s communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked “confidential” or “proprietary,” or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by M/S _____.

ii. M/S _____. Acknowledges that the SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, Nedo Corporation COMPANY shall not disclose any data, information or other affairs of SNDB’s customers which may come to the knowledge of M/s_____ in providing the above services. _____ 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 SNDB and indemnifies the SNDB against any injury arising out of any breach of this clause by the SNDB.

iv. This clause shall survive termination of the Agreement.

INDEMNIFICATION.

v. M/S_____. (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).

i. This Article shall survive termination of this Agreement.

Ensuring Access to SBP

M/S _____ and SNDB will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and right to conduct on-site to _____, if required.

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

Termination of Agree0ment by the Bank:

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

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		

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEXURE "H"

AFFIDAVIT/UNDERTAKING To be typed on Stamp Paper
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH BPRD CIRCULAR NO.13, DATED
DECEMBER, 11, 2014)

Tender Document – SUPPLY AND INSTALLATION OF CONTACT CENTER SOLUTION

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

Note: If there is any minor changes would be included in the same.