

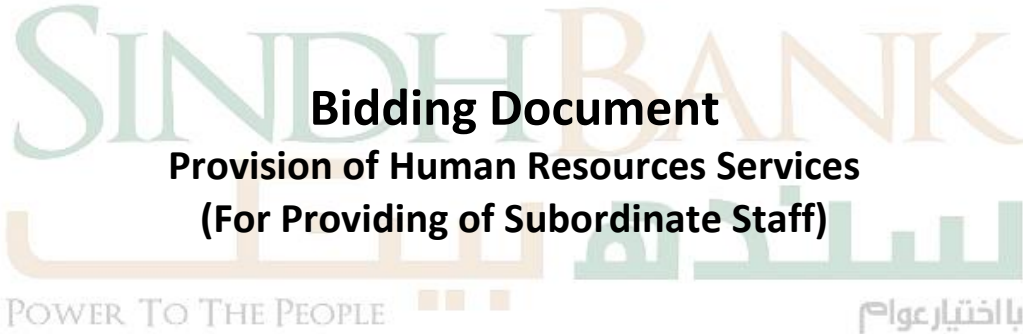
SNDB/HO/ADMIN/TD/1408/2024

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# Sindh Bank Limited

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

شہید محترمہ بینظیر بھٹو کی یاد میں



## Bidding Document

Provision of Human Resources Services  
(For Providing of Subordinate Staff)

Sindh Bank Ltd. Head Office, B-2 Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600,  
Pakistan Office: (92-21) 35829320/403, Fax: (92-21) 35870543  
Email: tenderdept@sindhbankltd.com  
<https://www.sindhbank.com.pk/>  
<https://sindh.eprocure.gov.pk/>

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## 1. SECTION-I: INVITATION TO BIDS

1. E-Bids are invited from Bidders i.e., firms/companies/sole proprietor/ general order Service Providers/etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Sindh Sales Tax etc.). The bidders should submit E-bids, as contracts will be awarded. **The E-bids shall be received as per single stage one envelope procedures.**
2. All E-bids must be accompanied by a Bid Security of the estimated price, as mentioned in the ITB 2.3.7., in the name of "Sindh Bank Ltd", and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late E-bids shall be rejected.
3. The complete E-bids must be submitted online on e-Procurement System (EPADS) website i.e. <https://sindh.eprocure.gov.pk> as per the following schedule:

<b>E-bid Submission Date &amp; Time</b>	03.01.2025 @ 10:00 AM
<b>E-bid Opening Date &amp; Time</b>	03.01.2025 @ 10:30 AM
<b>Place</b>	Sindh Bank Ltd. Head Office. Federation House. Abdullah Shah Ghazi Road. Clifton.

- IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO
4. Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the E-bid Submission deadline at: Sindh Bank Ltd. Head Office. Federation House. Abdullah Shah Ghazi Road. Clifton. Bidders are advised to ensure uploading the Bid on E-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the bid. Bid submission on E-PADS Portal shall entirely be the responsibility of the bidder. Sindh Bank Ltd shall not be held responsible for any issues thereof. For any assistance regarding E-PADS Portal, system phone number are provided hereunder:

**EPADS Helpline 051-111-137-237 during working days/hours.**

### 5. ADDRESS FOR SUBMISSION OF BID SECURITY

Head of HR Division. Sindh Bank Limited, Head Office, B-2 Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan Office: (92-21) 35829320/403, Fax: (92-21) 35870543

6. Bidding Documents are immediately available after date of publication. Sindh Bank Ltd, will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of E-bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from Sindh Bank Ltd website <https://www.sindhbank.com.pk/> & SPPRA website & <https://portalsindh.eprocure.gov.pk>

## 2. SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

**Note: - All the procurement procedures shall be conducted in accordance with Sindh Procurement Authority Act-2010 and Sindh Procurement Rules- (Amended up to date). In case of any conflict between the provision of this document and SPPRA Act-2010/ SPPRA Rules (Amended up to date), the later shall prevail.**

2.1. Introduction		
2.1.1 Scope of Bid	i	The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of services as specified in the Section-IV Bid Data Sheet (BDS). The successful Bidders will be expected to provide the service within the specified period and timeline(s) as stated in the BDS
2.1.2 Source of Funds	i	The Procuring Agency named in the Bid Data Sheet has got the requisite funds. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
2.1.3 Eligible Bidders	i	The Invitation to Bids is open to all suppliers i.e., association of firms/companies/sole proprietor/ general order suppliers'/insurance companies registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Sindh Sales Tax etc.), and registered on eProcurement System (EPADS), except as provided hereinafter. [SPPRA Rule 29]
	ii	Bidders shall not be under a declaration of blacklisting by the Procuring Agency. <b>Form 8.5</b>
	iii	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]
	iv	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
	v	<ol style="list-style-type: none"> <li>are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.</li> <li>have controlling shareholders in common; or</li> <li>receive or have received any direct or indirect subsidy from any of them; or</li> <li>have the same legal representative for purposes of this Bid; or</li> <li>have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> <li>submit more than one Bid in this Bidding process,</li> </ol>

	vi	<p>Bidder may be ineligible if – a)</p> <ol style="list-style-type: none"> <li>The Bidder is declared bankrupt or, in the case of company or firm, insolvent;</li> <li>Payments in favour of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</li> <li>Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</li> <li>The Bidder is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 38 of SPPRA Act, 2010</li> <li>The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance of SPPRA Act, 2010</li> </ol>
IN MEMORY OF SHAHEED UCHTARMA	vii	<p>Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
2.1.5. Cost of Bidding	i)	<p>The Bidder shall bear all costs associated with the preparation and submission of its E-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process</p>
2.2. The Bidding Documents	i	<ol style="list-style-type: none"> <li>The services required, Bidding procedures, and contract terms Bidding Documents are prescribed in the Bidding documents. The Bidding documents, inter alia, include:             <ol style="list-style-type: none"> <li>Invitation to Bids</li> <li>Instructions to Bidders (ITB)</li> <li>Technical Specifications/ Schedule of Requirements</li> <li>Bid Data Sheet</li> <li>General Conditions of Contract (GCC)</li> <li>Special Conditions of Contract (SCC)</li> <li>Schedule of Requirements</li> <li>Bid Form</li> <li>Bidder Profile Form</li> <li>General Information Form</li> <li>Affidavit</li> <li>Bid Security Form</li> <li>Technical Bid Form</li> <li>Contract Form</li> <li>Financial Bid Form / Price Schedule</li> <li>Performance Guarantee Form</li> <li>Check List</li> </ol> </li> </ol>
	ii	<p>The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.</p>
	iii	<p>The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website of SPPRA. Re-</p>

		confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder
2.2.2. Clarification of Bidding Documents	i	<p>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 e-bid. [SPPRA Rule 23 (1)]</p> <p>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. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on the e-Procurement System (EPADS) for clarity of bidders.</p>
	ii	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through eProcurement System (EPADS).
	iii	The Procuring Agency will within three (03) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (07) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above.
	iv	Copies of the Procuring Agency's response will be uploaded on e-Procurement System (EPADS), including a description of the inquiry, but without identifying its source
	v	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3
	vi	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	vii	At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through eProcurement System (EPADS), not later than three (3) days, and on equal opportunity basis as per Rule-25.
	viii	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	ix	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g., email that secures record of the content of subject communication.
	x	In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of

		Bids, as per Rule 22 of SPPRA, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.
2.3. Preparation of Bids		
2.3.1. Language of Bid	i	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.
2.3.2. Bid Form	i	The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods/service to be supplied, a brief description of the goods/service, their country of origin, quantity, and prices.
	ii	Prices indicated on the Price Schedule.
	iii	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected
2.3.3. Bid Prices	i	The Bidder shall indicate on form 8.6 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
	ii	Prices indicated on the Price Schedule shall be lot wise.
	iii	The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
	iv	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as nonresponsive and may be rejected.
2.3.4. Bid Currencies	I	Prices shall be quoted in Pak Rupees. 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)]
2.3.5. Documents Establishing Bidder's Eligibility and Qualification	i	Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its E-bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its E-bid is accepted.
	ii	The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its E-bid, is eligible as defined under ITB Clause 2.1.3
	iii	All bids shall be evaluated in accordance with the eligibility criteria. [SPPRA Rule 42 (1)] SNDB will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.
2.3.6 Documents	i	Where a sample(s) is required by a procuring agency, the sample shall

Establishing Bidder's Eligibility and Qualification		be: (a) submitted as part of the E-bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of E-bids; and (d) Evaluated to determine compliance with all characteristics listed in the BDS. {However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}
	ii	The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the E-bid if the sample(s)- (a) do(es) not conform to all characteristics prescribed in the bidding documents; and is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet
	iii	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only
	iv	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	v	All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
	vi	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
2.3.7. Bid Security		
	i	The Bidder shall furnish, as part of its E-bid, a Bid security in the amount specified in the Bid Data Sheet
	ii	The Bid security shall be in Pakistan Rupees and shall be in one of the following forms: (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ..... Thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later. iv) Any E-bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as nonresponsive.
	iii	Any E-Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
	iv	<p>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)]</p> <p>The bid security shall be forfeited:</p> <ul style="list-style-type: none"> <li>▪ If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or</li> <li>▪ In the case of a successful Bidder, if the Bidder fails to;           <ul style="list-style-type: none"> <li>- Sign the contract in accordance with ITB Section [2.7.4]; or</li> </ul> </li> </ul>



		– Furnish performance security in accordance with ITB Section [2.7.5].
2.3.8. Period of Bid Validity	i	Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SNDB; [SPPRA Rule 38 (1)]
	ii	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)]
2.3.9. Format and Signing of Bid	i	The Bidder shall prepare E-bid of the scanned documents in the form of PDF file and as per requirements in Bidding Document
	ii	The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of E-bid. However, in case of any issue bidder shall be responsible for all consequences.
	iii	All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.
	iv	Any interlineation, erasures, or overwriting shall be valid only if they are initiated by the authorized person for signing the E-Bid
	v	The name and position held by each person signing the authorization must be typed or printed below the signature. All scanned pages of the E-Bid, shall be signed and stamped by the authorized person before scanning.
	vi	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
	vii	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.
2.4. Submission of E-bids		
2.4.1 Sealing and Marking of Bids	i	N/A The complete Bids must be submitted online on eProcurement System (EPADS) website i.e., <a href="https://sindh.eprocure.gov.pk">https://sindh.eprocure.gov.pk</a>
2.4.2 Deadline for Submission of E-bids	i	E-Bids must be submitted on the e-Procurement System (EPADS) no later than the time and date specified in the Bid Data Sheet. <b>Physical Bids received through courier services or delivered by the bidder, shall not be accepted.</b>
	iii	SNDB may extend the deadline for submission of bids only, if one or all of the following conditions exist; <ul style="list-style-type: none"> <li>– 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)]</li> <li>– 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.</li> </ul>

		[SPPRA Rule 22 (2)]
	iv	E-Bids must be submitted on the e-Procurement System (EPADS) no later than the date and time specified in the BDS.
	v	E-Bids will not be accepted on the e-Procurement System (EPADS), after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the e-Procurement System (EPADS), in that case bid shall be declared late and rejected.
	vi	The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids
	vii	Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
2.4.3. Late E-Bids	i	E-Bids will not be accepted on the e-Procurement System (EPADS), after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the e-Procurement System (EPADS), in that case bid shall be declared late and rejected.
	ii	The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids
	iii	Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
2.4.4. Modification and Withdrawal of E-bid	i	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of E-bids
	ii	No E-bid may be modified after the deadline for submission of E-bids.
	iii	No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a E-bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under SPPRA), pursuant to the ITB Clause 2.3.8 (vii).
	iv	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	v	Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids
2.5. Opening and Evaluation of E-Bids		
2.5.1 Opening of E-bids by the Procuring Agency	i	The Procuring Agency will open E-Bids as per the schedule given. Bidders can view the proceeding online through their own convenience.
	ii	<b>E-Bids shall be opened on the e-Procurement System (EPADS) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.</b>

	iii	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the e-Procurement System (EPADS) until the specified time of their opening. <b>NOT APPLICABLE</b>
	iv	Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
	v	Procuring agency shall verify the information read out from the submitted documents. If deemed necessary
	vi	No e-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to 2.4.3 (i).
	vii	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.
	viii	Bidder will electronically view the proceeding
	ix	Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the eProcurement System (EPADS)
2.5.2. Confidentiality	i	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.
	ii	Any effort by a Bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-bid.
	iii	Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing on e-Procurement System (EPADS).
2.5.3. Clarification of E-bids	i	As per rule 43 of SPPRA, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	ii	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas <b>in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.</b>
	iii	The alteration or modification in The e-Bid which in any way affect the following parameters will be considered as a change in the substance of a bid: a) Evaluation & qualification criteria;

		) Required scope of work or specifications; c) All securities requirements; d) Tax requirements; e) Terms and conditions of bidding documents. f) Change in the ranking of the Bidder
2.5.4. Preliminary Examination	i	The Procuring Agency will examine the E-Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order
	ii	Arithmetical errors will be rectified on the following basis: - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited. b. If there is a discrepancy between words and figures, the amount in words will prevail.
	iii	Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations.
	iv	If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
	v	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4; Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) Has been properly signed; d) Is accompanied by the required securities; and e) Is responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
2.5.5. Examination of Terms and Conditions; Technical Evaluation	i	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	ii	The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III- Technical Specifications, Section III – Schedule of Requirements, and Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.
	iii	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.
2.5.6. Correction of Errors	i	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) If there is an error in a total corresponding

		to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
		The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 2.3.8
2.5.7. Conversion to Single Currency	i	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)]
2.5.8. Post Qualification & Evaluation of Bids	i	In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3
	ii	The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
	iii	The Procuring Agency will technically evaluate and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
	iv	The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 5.5 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.
2.5.9. Contacting the Procuring Agency	i	Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the time of the Bid opening to the time the evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so on the eProcurement System (EPADS).
	ii	Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.
2.5.10. Complaint Redressal	i	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)]

		<p>The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)] prohibit the procurement committee from acting or deciding in a manner, inconsistent with these Rules and regulations; [SPPRA Rule 31(4-a)] annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and reverse any decision of the procurement committee or substitute its own decision for such a decision;</p> <p>Provided that the complaint Redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]</p> <p>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)]</p> <p>SNDB shall award the contract only after the decision of the complaint Redressal committee [SPPRA Rule 31 (6)]</p> <p>Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]</p> <p>It shall be mandatory for both, the complainant and the SNDB to appear before the Review Committee as and when called and produce documents, when so required. The Review Committee 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 Committee 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 Committee shall hear the parties and give its recommendations to the Authority within 10 days of submission of appeal</p> <p>The decision of the Review Committee 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.</p> <p><b><u>IMPORTANT</u></b></p> <p>In addition to above it may be added that no complaint will be entertained unless it is:-</p> <p>a) Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.</p> <p>b) Incriminating evidence of the complaints.</p>
	ii	<p>Review Committee</p> <p>A bidder not satisfied with decision of the procuring agency's complaints Redressal committee may lodge an appeal to the Review Committee; provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].</p> <p>The bidder shall submit the following documents to the Review Committee: [SPPRA Rule 32 (5)].</p> <p>(a) A letter stating his wish to appeal to the Review Committee and nature of complaint; [SPPRA Rule 32 (5-a)].</p> <p>(b) A copy of the complaint earlier submitted to the complaint Redressal committee of the department; [SPPRA Rule 32 (5-b)].</p>

		<p>(c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].</p> <p>On receipt of appeal, the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)]. It shall be mandatory for the appellant and the Head of procuring agency or his nominee not below the rank of BS-19 to appear before the Review Committee as and when called and produce documents, if required; [SPPRA Rule 32 (8)].</p> <p>In case the appellant fails to appear twice despite the service of notice of appearance, the appeal may be decided ex-parte; [SPPRA Rule 32 (9)].</p> <p>The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [SPPRA Rule 32 (10)]. The decision of Review Committee shall be final and binding upon the procuring agency. After the decision has been announced, the appeal and decision thereof shall be hoisted by the Authority on its website; [SPPRA Rule 32 (11)].</p>
2.6. Award of Contract		
2.6.1. Notification of Award	i	<p>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 most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> <p>Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through e-Procurement System (EPADS) that its e-Bid has been accepted</p>
	ii	The notification of award will constitute the formation of the Contract.
	iii	<p>Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v). 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].</p>
2.6.2. Performance Security	i	<p>Within 7 DAYS of receipt of the Letter of Acceptance from SNDB, the successful Bidder shall furnish to SNDB the Performance Security equals to 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]</p> <p>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 most advantageous Bidder or call for new bids.</p> <p>The Performance Security forms at Annexure "C" shall not be</p>

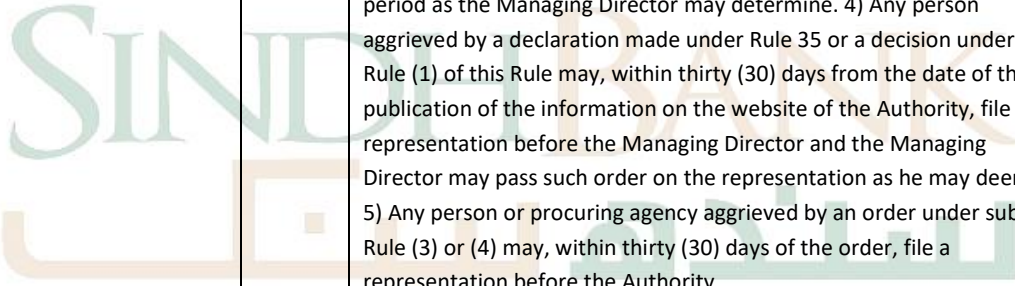
		<p>completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.</p> <p>The Performance Security will be discharged by SNDB and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.</p>
	ii	<p>Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under SPPRA. After that, the Procuring Agency may decide to retain the amount equivalent to the percentage of Performance Security from the Contractor's payment, may terminate the Contract and award the contract to the next most advantageous Bidder, keeping in view the Bid validity time, or call for new E-bids keeping in view the concept of value for money as defined under Rule2(ae) read with Principles of Procurement as enunciated in Rule-4 of SPPRA</p>
2.6.3. Signing of Contract/ Issuance of Purchase Order	i	<p>At the same time as the Procuring Agency notifies the successful Bidder that its E-bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order [as the case may be].</p>
	ii	<p>Under Rule-49 of SPPRA, where the Procuring Agency requires formal signing of contract, within fifteen (15) days of issuance of the notification of Contract award/Letter of Intent (LOI), the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per Rule 55 of SPPRA</p>
2.6.4. Award Criteria	i	<p>Subject to ITB Clause 2.6.2, under Rule-49 of SPPRA, the Procuring Agency will award the contract to the successful Bidder whose E-bid has been determined to be responsive and has been determined to be the most advantageous E-bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.</p>
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i	<p>The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of Rule-16 of SPPRA (not more than 15%).</p>
2.6.6. Procuring Agency's Right to Accept or Reject All E-bids	i	<p>As per Rule 25 of SPPRA, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.</p>
	ii	<p>ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any</p>
	iii	<p>The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.</p>



2.6.7. Re-Bidding	i	If the Procuring Agency rejects all the E-bids under Rule 25, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8. Corrupt or Fraudulent Practices	i	<p>The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. "Corrupt practices" in respect of procurement process, shall be as given in 2 (q) of SPPRA, Act, 2010, which is as follows: "(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: i. coercive practice by 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; ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain; offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. 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; v. obstructive practice by 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 process."</p>
	ii	ii) Blacklisting & Debarment:
		<p>Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding. Substantial Requirements &amp; Procedure for Blacklisting &amp; Debarment: As per Rule 35 of SPPRA Rule, Blacklisting. – 1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed</p>

		<p>practice. 2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period. 3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director. 4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]</p>
2.7. Blacklisting	iii	<p>A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has: a) acted in a manner detrimental to the public interest or good practices; b) consistently failed to perform his obligation under the Contract; c) not performed the Contract up to the mark; or (d) indulged in any corrupt practice. 2) If a procuring agency debars a bidder or Contractor under sub-Rule (1), the procuring agency: a) shall forward the decision to the Authority for publication on the website of the Authority; and b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies. 3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine. 4) Any person aggrieved by a declaration made under Rule 35 or a decision under sub-Rule (1) of this Rule may, within thirty (30) days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit. 5) Any person or procuring agency aggrieved by an order under sub-Rule (3) or (4) may, within thirty (30) days of the order, file a representation before the Authority</p>

IN MEMORY OF SHAHEED MOHTARMA


  
**SINDH BANK**
  
**سندھ بینک**

POWER TO THE PEOPLE

بااختیار عوام

### 3. SECTION –III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Sindh Bank Limited (SNDB) requires proposal from well reputed companies for Providing of Subordinate Staff (approximately 540), as per following categories / requirement for its Head Office, 330 Branches already in operation in country wide regions for the year 2024-2025 as per the given detail below: -

- 1- Business Development Officer / Call Centre Agent.
- 2- Office Assistant / Telephone Operator
- 3- Rider / Driver/Dispatcher
- 4- Tea Boy / Messenger
- 5- Technician (Telephone, Network, AC & Electrician)

Contract agreement may be further extended / renewed up to further 3 years on mutual understanding on same terms & conditions and rates.

Minimum salary of subordinate staff to be hired will be as per government notification. Minimum salary will stand revised as & when notified by the government.

In addition to the salary etc., the employees will be entitled to the following facilities: -

- 1- Life Insurance will be as per the policy of respective provinces, which is as under:
  - Sindh Rs.500,000/-
  - Sindh Rs.500,000/-
  - KPK Rs.300,000/-
  - Baluchistan Rs.500,000/-
- 2- Group Health Insurance to the employees and their eligible dependents as under:-
  - Maximum Hospitalization Rs.400,000/= per family in a policy year without any sub-limit for hospitalization. Limit:
  - Room / Bed Charges: Not exceeding Rs.4,000/= per day
  - Maternity (Normal): Rs.30,000/= including Room / Bed Charges (payable from hospitalization limit)
  - Maternity (Caesarean / Multiple Births/Forcep Complicated) Rs.45,000/ to Rs.50,000/= including Room / Bed Charges (payable from hospitalization limit)

#### BENEFITS TO BE COVERED:

- All inpatient (hospitalization) expenses:  
Daily Room & Board Charges, Physicians / Surgeons Consultation Fees / charges, Surgical Operation Charges, Anesthetist's Fee, Operation Theatre Charges, Diagnostic Investigations, Blood & Oxygen supplies, in-patient medicines / dressings expenses, ICU / CCU charges, Organ Transplant, local ambulance services.
- Day Care Surgeries / Procedures & Specialized Investigations Outpatient Cover:  
Lithotripsy, Endoscopy, Excision Biopsy, Gastroscopy, Partial Mastectomy, Tonsillectomy/Adenoidectomy, Veins / Varicose, Non-malignant tumour / abscess, cholecystectomy, herniography, appendectomy, cataract surgery, cardiac angiography, CTA cardiac angiography, MRI, CT Scan, Thallium Scan, Kidney Dialysis, Treatment of cancer (including chemotherapy with pre & post-hospitalization expenses of chemotherapy) upto full hospitalization limit. Treatment of Hepatitis B & C such as, interferon therapy, consultation & laboratory tests expenses) upto full hospitalization limit. Treatment of all injuries / fractures and lacerated wounds Accidental dental treatment.

- Pre-existing conditions (undisclosed) to be covered fully with full limits.
- No requirement to fill Health Declaration Form.

**MATERNITY:**

- Normal / Caesarean / Multiple Birth / Force / Complicated to be covered.
- Pre & Post Natal expenses are to be covered up to the maternity limit
- Coverage of congenital birth defects / illnesses for all under all the benefits.
- Newly born babies are to be covered from very 1<sup>st</sup> day of birth.
- Circumcision charges are to be covered up to the 10% or Rs.2,000/=
- No female employees having children to be covered under maternity benefit, if the names of their husbands are not included in the list.

**PRE & POST HOSPITALIZATION EXPENSES**

- Local ambulance service.
- Reimbursement of pre & post-hospitalization out-patient expenses, i.e. consultation charges, cost of prescribed medicines and diagnostic tests, before & after hospital confinement of 30 days.

**ELIGIBILITY CRITERIA:**

- Employees and spouses are to be covered up to 65 years of age with full insured limits.
- Children Coverage: Sons are to be covered up to 25 years of age & Daughter till Marriage.
- Maternity: To be covered up to 45 years of age.

**NOTE:**

**Detail of deviation, if any, regarding prescribed Hospitalization / Room Rent limits, eligibility criteria, and other benefits including exclusion may be enclosed.**

**PRE BID MEETING:**

In case of any clarification required regarding Bidding Document, a pre-bid meeting can be held at Sindh Bank Limited Head Office 3<sup>rd</sup> floor, federation House Abdullah Shah Ghazi Road Karachi with prior notice for appointment.

#### 4. SECTION-IV: BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	2.1.1	Sindh Bank Ltd <b>Provision of Human Resources Services (For Providing of Subordinate Staff)</b>
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2024-25  Name of financing institution: Sindh Bank Ltd  Name and identification number of the Contract: <b>SNDB/HO/ADMIN/TD/1408/2024</b>
3.	2.1.3 (iv)	Maximum number of members in the joint venture, consortium or association shall be: Not Allowed
4.		Country of origin: <i>All eligible countries to do business in Pakistan by the law of Government of Pakistan.</i>
<b>B. Bidding Documents</b>		
6.	2.2.2	The address for clarification of Bidding Documents is Head of Human Resource. Sindh Bank Limited, Head Office, B-2 Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan Office: (92-21) 35829320/403, Fax: (92-21) 35870543 E-mail: tenderdept@sindhbankltd.com, Websites: <a href="http://www.sindhbank.com.pk">www.sindhbank.com.pk</a> EPADS: <a href="https://portalsindh.eprocure.gov.pk/#/">https://portalsindh.eprocure.gov.pk/#/</a>
7.	2.2.2	Pre-bid meeting will be/will not be held- If needed  Clarifications may be requested not later than five days before the submission date.
8.	2.3.8	The number of E-Bid to be uploaded on EPADS is in one original.

<b>C. Bid Price, Currency, Language and Country of Origin</b>		
<b>9</b>	<b>2.3.1</b>	<i>Language of the Bid: <u>English</u></i>
<b>10</b>	<b>2.3.4</b>	<p>The price quoted shall be fixed in <b>PAK RUPEES</b></p> <p>The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement.</p> <p><i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i></p>

<b>D. Preparation and Submission of Bids</b>	
<b>2.2.2</b>	<p>The complete Bids must be submitted online on eProcurement System (EPADS) website i.e.  <a href="https://portalsindh.eprocure.gov.pk/#/">https://portalsindh.eprocure.gov.pk/#/</a></p>
<b>2.4.2</b>	<p>The deadline for E-bid submission is:  <b>03.01.2025 @ 10:00 AM</b></p>
<b>2.5.1</b>	<p>Time, date/ Month/ Year, and place for E-bid opening.  <b>03.01.2025 @ 10:30 AM</b>            Head of Human Resource Division. Sindh Bank Limited, Head Office, B-2 Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan Office: (92-21) 35829320/403, Fax: (92-21) 35870543            E-mail: tenderdept@sindhbankltd.com, Websites: www.sindhbank.com.pk &amp;  <a href="https://portalsindh.eprocure.gov.pk">https://portalsindh.eprocure.gov.pk</a></p>
<b>2.3.8</b>	<p>Bid validity period after opening of the E-Bid is: <b>NINETY (90) DAYS.</b></p>
<b>E. Opening and Evaluation of Bids</b>	
<b>2.5.1</b>	<p>The E-Bid opening shall take place at: Sindh Bank Ltd. Head Office  <b>Market approach is: National Competitive Bidding – Open to all eligible bidders</b>  <b>Bidding Procedure: Single Stage One Envelope</b></p>
<b>2.5.7</b>	<p>The currency that shall be used for E-Bid evaluation is: PAK RUPEES</p>
<b>2.6.2</b>	<p>Amount of Performance Guarantee is: 05% of THE CONTRACT AMOUNT</p>
<b>7.10</b>	<p>Successful Bidder undertake to sign Integrity Pact for the procurement</p>

<b>F. Bid Evaluation Criteria</b>	
<b>2.5.8</b>	Criteria to Bid evaluation is presented below:

SNDB shall evaluate proposals using the following eligibility criteria.

Sr. No.	Descriptions	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Attach evidence as
1	Firm's Status	20		10 years and above	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be enclosed	Annexure "A"
		10		7 years and above		
		5		5 years and above		
2	Banks on Cliental List for providing the same service	20		5 and above	Existing Agreement to be attached duly signed & stamped from each concerned bank for the Year 2020-2024	Annexure "B"
		10		3 and above		
		5		1 and above		
3	Renowned Companies other than Banks on clientele list for providing the same service	20		25 and above	List to be attached duly signed and stamped	Annexure "C"
		10		15 and above		
		5		10 and above		
4	Number of outsourced staff on the payroll of the Company	20		2,000 and above	Attach relevant details	Annexure "D"
		10		1000 and above		
		5		300 and above		
5	Average Yearly Turn Over in Last 3 Years	20		300 Million and above	Attach Audit Report / Tax Return	Annexure "E"
		10		200 Million and above		
		5		150 Million and above		
<b>TOTAL MARKS</b>		<b>100</b>		<b>QUALIFIED / DISQUALIFIED</b>		

**ELIGIBILITY CRITERIA NOTE**

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
2. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Financial Bid opening.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, no marks will be awarded.

**MANDATORY**

1. GST/Income Tax Registration/Registration with Sindh Revenue Board
2. Attachment of Affidavit (specimen attached as Annexure "1") on stamp paper from the owner of the company.
3. The bidders are required to submit bids only in prescribed financial proforma given in Bidding Document.

**DISQUALIFICATION**

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

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Not GST/Income Tax Registered/Registration with Sindh Revenue Board
4. Alternate bid is offered.
5. The qualified bidder sublets the contract in any form/stage to any other agency.
6. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
7. In the past, the coy's agreement has been prematurely been terminated after due qualification in any of the category of the tender.



## 5. GENERAL CONDITIONS OF CONTRACT (GCC)

### 5.1 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.

### 5.2 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.

### 5.3 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.

#### **5.4 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.

#### **5.5 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.

#### **5.6 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.

#### **5.7 Expiration of Contract**

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

#### **5.8 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.

#### **5.9 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.

#### **5.10 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.

## 5.11 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.

## 5.12 Termination

### 5.12.1 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).

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

شہید محترمہ بینظیر بھٹو کی یاد میں

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;

If the Supplier becomes insolvent or bankrupt;

If the Supplier, in the judgment of the SNDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;

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

If the SNDB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 5.12.2 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

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

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.

### 5.12.3 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:

Payment for Services satisfactorily performed prior to the effective date of termination;

except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 5.1.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 5.13 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.

### 5.14 Settlement of Disputes

#### 5.14.1 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.

#### 5.14.2 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.

#### 5.14.3 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.

#### 5.14.4 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.

#### 5.14.5 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.

#### 5.14.6 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.



## 6. SPECIAL CONDITIONS OF CONTRACT (SCC)

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.

### 6.1 Performance Security

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

### 6.2 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.

### 6.3 Price

Schedule of prices shall be as fixed in the Contract.

### 6.4 Integrity Pact

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

### 6.5 Discussions Prior to Evaluation

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

## 7. SECTION-V: SAMPLE FORMS



**ANNEXURE "A"**

**7.1 Bid Form**

**[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]**

Date:

To: **Sindh Bank Ltd**

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank/Pay order in a sum equivalent to 05 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of 90 days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Name and address of service provider	Amount and Currency
_____	_____
_____	_____
_____	_____

POWER TO THE PEOPLE

(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_

[signature]

\_\_\_\_\_

[in the capacity of]

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



**ANNEXURE "B"**

**7.2 Bidder Profile Form**

***[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]***

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

**a) Audited Financial Statement Attachment (Last 3 years)**

Yes	No
-----	----

**b) Details of Experience (Last Five Years)**

(i)	Similar Project (Agency/Department)	Item Name

**c) Number of outsourced staff on the payroll of the Company - \_\_\_\_\_**

**ANNEXURE "C"**

**7.3 General Information Form**

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Particulars	
Company Name	
Abbreviated Name	
National Tax No.	Sales Tax Registration No
SRB Tax No.	
No. of Employees	Company's Date of Formation

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address	State/Province
City/Town	Postal Code
Phone	Fax
Email Address	Website Address

**ANNEXURE "D"**

**7.4 UNDERTAKING/AFFIDAVIT**

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

**[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]**

To be typed on Rs.50/- Stamp Paper

**AFFIDAVIT / DECLARATION**

**(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH  
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, (Amended up to date))**

I, \_\_\_\_\_ S/o \_\_\_\_\_, Proprietor/Authorized

Representative/Partner/Director of M/s \_\_\_\_\_, having NTN #

\_\_\_\_\_, holding CNIC # \_\_\_\_\_, do hereby state on solemn affirmation

as under: -

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

شہید محترمہ بینظیر بھٹو کی یاد میں

- That the above named firm/company has not been adjudged an insolvent from any Court of law.
- That no execution of decree or order of any Court remains unsatisfied against the firm/company.
- That the above named firm/company has not been compounded with its creditors.
- That my/our firm/company has not been convicted of a financial crime.
- The firm is not currently blacklisted by the Procuring Agency.
- The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- The firm comply with Section – III "Technical Specifications", and Section – VII "Schedule of Requirements" of the Bidding Document.
- The firm comply with all terms & conditions mentioned in the Bidding Documents.
- The firm comply that its Bid is valid for 90 days after opening of the E-Bid.

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 \_\_\_\_\_ 2024, who has been identified as per his CNIC.

**COMMISSIONER FOR TAKING AFFIDAVIT**

**ANNEXURE "E"**

**7.5 FINANCIAL BID FORM/PRICE SCHEDULE**

**[To be signed & stamped by the Bidder and reproduced on the letter head]**

**PRICE SCHEDULE**

(Applicable for the year 2024-2025)

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

S.No	Tentative @ Staff Salary/Month	Tentative Total Staff	Projected Total Amount in Pak Rs. Per month
01	*Rs.37,000/-	540	Rs. 19,980,000/-
02	Please quote your charges / commission in addition to the salaries, EOBI contribution, Social Security (where applicable) etc., which will be paid on actual by the Bank on per person basis as per Government policy		_____% (Service Charges in %)
03	<b>*GRAND TOTAL IN RS.</b>		
<b>TOTAL PRICE IN WORDS</b>			

\*The Grand Total amount will be taken as the financial bid offered by the bidder.

**NOTE:**

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement.
3. **Calculation of bid security.** 5% of the \*(Grand Total Amount) will be submitted with the Bidding Document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
4. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
5. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 working days) on SPPRA website.
6. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
7. All terms & conditions of the Contract Agreement (Annexure "G") are part of Bidding Document.
8. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the Bidding Document.
9. While quoting salary/wages, bidder has to ensure that government notifications have been complied with.
10. \*Minimum salary will stand revised as & when notified by the government.

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

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

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

**ANNEXURE "F"**

**7.6 BID SECURITY FORM**

***[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid if Bank guarantee is being submitted]***

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called "the Bid").

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 *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws 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 Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency 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 thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
*[signature]*

**ANNEXURE "G"**

**7.7 ACCEPTANCE LETTER**

**To be signed by the procuring agency after announcement of Bid Evaluation Report**

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

To:

Name & Address of the Contractor: \_\_\_\_\_

Subject: \_\_\_\_\_

Notification of Award of Contract No: \_\_\_\_\_

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the

\_\_\_\_\_ (name of contract & identification number, as given in the

contract data for the accepted contract amount of the equivalent of

Rs. \_\_\_\_\_ (amount in numbers &

words) as corrected and modified in accordance with instructions to bidders is hereby  
accepted by our agency.

You are requested to furnish the Performance Security within 28 days in accordance with the  
conditions of Contract, using for that purpose the Performance Security Form included in the  
bidding document and sign the contact agreement attached herewith within stipulated time  
mentioned above.

**ANNEXURE "H"**

## 7.8 SERVICE AGREEMENT

### To be signed by the awardee

This agreement is made in Karachi on the \_\_\_ day of \_\_\_\_\_ 2024 by and between:

**Sindh Bank Limited**, a Banking Company incorporated under the laws of Pakistan and having its Head Office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi Sindh Bank Limited (herein after referred to as "the Bank") of the one part;

AND

\_\_\_\_\_ (\_\_\_\_\_) a company duly registered and existing under the laws of Pakistan having its principal office at \_\_\_\_\_ of the other part.

The Bank and \_\_\_\_\_ are hereinafter collectively referred to as the "Parties" and individually as a "Party"

Whereas:

- A. \_\_\_\_\_ represents that it is in the business of and has considerable expertise and experience in providing services, and executing the work of such nature, as is from time to time required by Banks and financial institutions.
- B. The Bank intends to outsource some of its Human Resource related services and has identified \_\_\_\_\_, a company engaged in providing such services. For the aforesaid purpose, the parties have entered into this Agreement for providing, as and when required, certain services and for matters related and incidental to the execution of such work /services are specified in Annexure A (hereinafter referred to as the "Services") on the terms and conditions herein after contained :

Now therefore, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed as follows:

### 1. Scope

- 1.1 \_\_\_\_\_ hereby agrees and confirms that the \_\_\_\_\_ shall on a non-exclusive basis, provide the Services as and when required by the Bank and subject to the terms and conditions contained of this agreement.

All employees of the \_\_\_\_\_ to be sent to the Bank for execution of the services shall be subject to prior approval of the Bank. If for any reason the Bank does not approve any employee of the \_\_\_\_\_, the \_\_\_\_\_ shall immediately ensure that a replacement is sent to the Bank, ensuring that the operation of this agreement is not disrupted or delayed. As regard selection of employees, the decision of the Bank will be FINAL.

Employees of the \_\_\_\_\_ shall be engaged in the services during the Bank's normal working hours. However, if required, the Bank may require the

\_\_\_\_\_ employee to work beyond normal working hours during the weekends and/or public holidays.

## 2. DURATION

This Agreement shall commence from the \_\_\_\_\_ and shall remain in force until \_\_\_\_\_ and may be renewed for further three years on same terms & conditions.

## 3. DUTIES OF \_\_\_\_\_

3.1 The \_\_\_\_\_ hereby covenants that if at any time during the continuance of this Agreement:

a) \_\_\_\_\_ employee commits any act or makes any omission (whether or not in connection with the Services to be provided pursuant to this Agreement) which is contrary to the interests of the Bank; or

b) A \_\_\_\_\_ Employee conducts himself in a manner prejudicial to the business of the Bank ( whether or not in connection with the Services to be provided pursuant to this Agreement);

Then on notifying by the Bank, \_\_\_\_\_ shall withdraw such Employee from providing any further Services under this Agreement, and replace such Employee with an appropriate substitute acceptable to the Bank. Provided that this shall not in any way be construed as exercise of control or supervision of the \_\_\_\_\_ employee by the Bank, which shall at all cost be the sole responsibility of \_\_\_\_\_ and the Bank will not be obliged to compensate for removal or replacement of any \_\_\_\_\_ Employee.

3.2 It is expressly stated that during the tenure of this Agreement, all \_\_\_\_\_ Employees shall neither be employed by the Bank nor shall they individually and collectively represent themselves as being the employees of the Bank, nor shall be paid any salary or remuneration by the Bank.

3.3 \_\_\_\_\_ shall further ensure that:

a) It employs such number of persons as may be required for carrying out and discharge of the \_\_\_\_\_ obligations, duties and responsibilities and for providing adequate, effective and efficient Services.

b) \_\_\_\_\_ Employees utilized for the provision of the Services are suitably qualified and trained to perform the Services in complete discharge of \_\_\_\_\_'s obligations and responsibilities under the terms of agreement;

c) In the course of the performance of the Services, the \_\_\_\_\_ Employees will meet with all reasonable requirements as the



\_\_\_\_\_ is bound to provide the services to the Bank as per the Agreement, subject to ultimate direction and control being retained by \_\_\_\_\_;

- d) Due and proper compliance is/will be made of all applicable laws including Labour Laws ("Labour Laws") applicable to \_\_\_\_\_ and its employees. \_\_\_\_\_ shall discharge all financial and other obligations imposed under Labour Laws including but not limited to the Industrial Relations Act 2008, Provincial Employees Social Security Ordinance, 1965, the Employees Old Age Benefit Act, 1976, West Pakistan Industrial and Commercial Employment (Standing Orders) Ordinance, 1968, The Workers Children (Education) Ordinance, 1972, Form 'C' under the west Pakistan Shops & Establishment Ordinance, 1969 and registration and inspection of premises. The \_\_\_\_\_ shall regularly, periodically and whenever required by the Bank, provide proof of due performance and due discharge of \_\_\_\_\_'s obligations. The \_\_\_\_\_ hereby indemnifies the Bank against all claims of whatsoever nature in this regard.
- e) The Services are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care the jobs assigned to them.
- f) \_\_\_\_\_ and \_\_\_\_\_ Employees promptly notify the Bank of any matter coming to their knowledge which could have effect on the Services or the business or affairs of the Bank; شہید و حذرہ بینظیر بھٹو کی یاد میں

3.4 The \_\_\_\_\_ shall be exclusively responsible for paying the salary and other emoluments/benefits to which each \_\_\_\_\_ employee is entitled under his contract of employment with \_\_\_\_\_. For the sake of clarity, the Bank shall not be liable to any \_\_\_\_\_ Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other amount on any other account. The \_\_\_\_\_ shall exclusively deal with all claims made by or in respect of the \_\_\_\_\_ employees in this regard including but not limited to Employees Old Age Benefits and Social Security or any other payment under the labour Law applicable from time to time. It shall keep the Bank fully indemnified and harmless in this regard.

3.5 None of the \_\_\_\_\_ Employees shall be entitled to seek employment of the Sindh Bank Limited, merely on the ground that he/she had been engaged by \_\_\_\_\_ during the tenure of this Agreement or was utilized by \_\_\_\_\_ for the execution of service to the Sindh Bank Limited under this Agreement or any other Agreement, whatsoever.

#### 4. DUTIES OF THE SINDH BANK LIMITED

- 4.1 Save as may otherwise be agreed in writing by the Parties hereto, the Bank shall provide \_\_\_\_\_ employees with such equipment and materials of whatsoever nature as are required and considered necessary, for the proper performance of services.
- 4.2 The Bank shall provide \_\_\_\_\_ with copies of any of its internal regulations required to be complied with by \_\_\_\_\_ and \_\_\_\_\_'s Employees during the performance of the services including, without limitation relating to the Bank's products, Code of Conduct, and

security procedures. The Bank shall notify \_\_\_\_\_ of any changes to the same during the continuance of this Agreement.

4.3 The Bank shall provide the \_\_\_\_\_ Employees with such facilities at its premises as may in the Bank's opinion be reasonably required for the services.

## 5. PAYMENT FOR SERVICES

5.1 In consideration of the execution of the services under this Agreement by \_\_\_\_\_, the Bank has agreed to pay charges in accordance with clause 5.1(a) as follows:

**5.1 (a) Service charges** will be billed at the rate of \_\_\_\_\_% of the gross amount payable to the employee(s) on account of monthly salaries only and not on commissions, statutory obligations managed by \_\_\_\_\_ in compliance with various provisions of the Labor Laws. However, the other charges as per agreed terms & conditions will be billed to the Bank at actual for reimbursement.

5.2 \_\_\_\_\_ shall raise invoices in respect of the services provided by \_\_\_\_\_ on a monthly basis, and the Bank shall make payment of service charges after deduction of withholding taxes, unless proof of exemption is provided, in respect thereof within 07 days of receipt of the Invoice. شہید و حترہ

5.3 The Bank shall not be liable to pay any tax or levy on behalf of \_\_\_\_\_ and/or the \_\_\_\_\_ Employees.

## 6. TERMINATION

6.1.1 Either Party may terminate this agreement by giving one month's (30 days) prior notice in writing. The Bank may also terminate this Agreement with immediate effect if it believes on reasonable grounds that any of the following events have occurred or is likely to occur with reference to \_\_\_\_\_ . باختیار عوام

a) A receiver or administrator is appointed with respect to \_\_\_\_\_ or its assets or

b) A winding up petition is presented against \_\_\_\_\_ or a resolution passed for its winding-up (Otherwise that for the purposes of a bonafide amalgamation or reconstruction with the prior approval of the Bank); or

c) \_\_\_\_\_ suspends payment of its debts or it is deemed unable to pay its debts, current obligations, dues, liabilities of any nature; or

d) \_\_\_\_\_ ceases to carry on business as a going concern or ceases to be in a position to fulfill its obligation under this Agreement.

6.2 This agreement may be terminated by either party if compliance of the terms herein is prevented or hindered for reasons beyond reasonable control of the Parties not limited Acts of God, war, riots, civil commotions, lock-up, etc. ("Force Majeure"). Before termination, the Party affected by Force Majeure shall on the occurrence of such event immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists for more than

ten days, the affected party may give written notice to the other party of its intention to terminate this Agreement because of Force Majeure.

- 6.3 \_\_\_\_\_ will deliver and procure that all its directors, officers' employees, representatives and agents deliver or return to the Bank all materials whether documentary or otherwise as provided in the agreement and the Bank shall have no obligation to make any payment to \_\_\_\_\_ after the date of expiry or termination.
- 6.4 If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance.

**7. CONFIDENTIALITY.**

\_\_\_\_\_ shall ensure that all \_\_\_\_\_ employees, in terms of their contract of employment with \_\_\_\_\_, are under an obligation to maintain at all times the confidentiality of the confidential information, which they may receive during the term of this Agreement. In the event that the concerned employee or agent of \_\_\_\_\_ commits breach thereof, then \_\_\_\_\_ shall take appropriate legal action against the said employee or agent, without prejudice to the other rights of the Bank under those present.

**8. NO PARTNERSHIP OR EMPLOYMENT.**

It is agreed between the parties that \_\_\_\_\_ is an independent service executor and shall have no authority to bind the Bank. This Agreement shall constitute a contract for services between the parties and nothing in this agreement shall constitute a partnership between \_\_\_\_\_ and the Bank nor create the relationship of employer and employee between the Bank and \_\_\_\_\_ or the Bank and any \_\_\_\_\_ employee.

**9. SUB-CONTRACTING**

During the tenure of this agreement, the \_\_\_\_\_ shall not sub contract or outsource all or any part of the services to any other organization except with the written consent of the Bank. The \_\_\_\_\_ shall exclusively perform the services as stated in this Agreement.

## 10. GENERAL

- 10.1 If any term or provision of this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or Rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 10.2 The Agreement constitutes the entire agreement between the parties and replaces all previous written or oral agreements to the extent they remain unperformed. No modification or alteration to the Agreement shall have effect unless the same is agreed in writing and signed by both parties.
- 10.3 Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than \_\_\_\_\_ and the Bank
- 10.4 The words importing masculine gender shall unless contrary intention appears be taken to include feminine gender.

## 11. Notice

- 11.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- 11.2 Any such notice or other communication shall be addressed and shall be deemed to have been duly given or made as follows:
- a) If sent by personal delivery or fax, upon receipt at the address or Fax No. of the relevant part;
- b) If sent by first class post or carrier, upon delivery to the addressee.
- 11.3 Either party may notify the other party to this Agreement of a change to its name relevant addressee or address provided that such notification shall only be effective on:
- a) the date specified in the notification i.e. the date on which the change is to take place; or
- b) if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such changes has been given.

## 12. GOVERNING LAW AND ARBITRATION

- 12.1 This agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 12.2 If, at any time, any disagreement or dispute ('Dispute') arises between the parties out of or in respect of this agreement, the parties shall endeavor to settle such Dispute amicably, failing which any such Dispute shall be finally settled by arbitration in accordance with the Pakistan Arbitration Act 1940.

12.3 Each of the parties shall appoint an arbitrator and the arbitrators so appointed shall, before entering upon the reference, appoint an Umpire. The award of the arbitrators/umpire shall be final and binding upon the parties who shall give full effect thereto. The arbitration shall be conducted at Karachi in the English Language.

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

IN WITNESS whereof the parties have executed this agreement on the date first mentioned above:

Signed for and on behalf of  
**Sindh Bank Limited** by

---

Witnesses

1. ----- 2. -----  
 (Name) (Name)

Signed for and on behalf of

---

Witnesses

1. ----- 2. -----

**ANNEXURE "1"**

**7.9 PERFORMANCE SECURITY FORM**

***To be signed by the awardee if Bank Guarantee is being submitted as Performance Security.***

To,

Head of Human Resource 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 \_\_\_\_ 2024 to \_\_\_\_\_ [details of task to be inserted here] (hereinafter called "the Contract").

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

شہید و محترمہ بینظیر بھٹو کی یاد میں

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.

POWER TO THE PEOPLE

بااختیار عوام

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 2024.

**Signature and Seal of the Guarantors**

**Name of Bank**

**Address**

**Date**

**ANNEXURE "J"**

- To be signed by the awardee

**7.10 INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number:

Dated:

Contract Value:

Contract Title:

**[Name of Supplier/Contractor/Consultant]** 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/Contractor/Consultant]** 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

**[Name of Supplier/Contractor/Consultant]** 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**[Name of Supplier/Contractor/Consultant]** 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** 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 PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

**ANNEXURE "1"**

**7.11 VISIT REPORT**

**(To be filled by Procuring Agency after Contract Award)**

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



		Telephone No:
		Office.4.
		Address:
		Email:
		Telephone No:
		Office.5.
		Address:
		Email:
		Telephone No:
1	Detail of Machinery / Equipment installed	1
9		2
		3
		4
		5
2	Name / Designation of the Representative with whom the meeting was held.	
0		(Visiting Card Attached)
2	Assessment of visiting officer	
2	It is confirmed that I have personally met with the person named above at the above mentioned business running address.	
	<u>Signature of Bank's visiting officials</u>	<u>Signature of vendor / representative of</u>
2		
3		
	Date: _____ Stamp: _____	Date: _____ Stamp: _____

## 8. SECTION VI- CHECK LIST

*[To be signed and stamped and presented on Bidder's letter head]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	5% - Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with Financial proposal.		
2	Active Registration with Income Tax Authorities (National Tax Number NTN)		
3	Copy of active Registration with Sales Tax Authorities (STRN)		
4	Copy of active Registration (Professional Tax Certificate)		
5	At least 01 of similar nature having similar cost or above have been performed / executed in public organization during last 02 years (certificate duly signed by gazetted officer attached).		
6	Technical Bid Form (as per <b>form 2.5.8</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
7	Bid Form (as per <b>form 7.1</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
8	Bid Security Form (as per <b>form 7.6</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Performance Guarantee Form (as per <b>form 7.9</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	General Information Form (as per <b>form 7.3</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
11	Affidavit (as per <b>form 7.4</b> ) on non-judicial Stamp Paper of Rs. 50/-		
12	<ul style="list-style-type: none"> <li>i. Work order / supply order / purchase order of previous relevant experience.</li> <li>ii. Company profile. Staff list along with location and address <i>[where applicable]</i>.</li> <li>iii. Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year).</li> <li>iv. Bidders profile Form (as per <b>form 7.2</b> of Bidding documents) on letter head of the firm, duly signed and stamped.</li> </ul>		
13	Copy of Bid Security Instrument to be submitted with Financial Proposal. Original Bid Security to be submitted in sealed envelope with clear reference no.		

Stamp & Signature of Bidder \_\_\_\_\_