

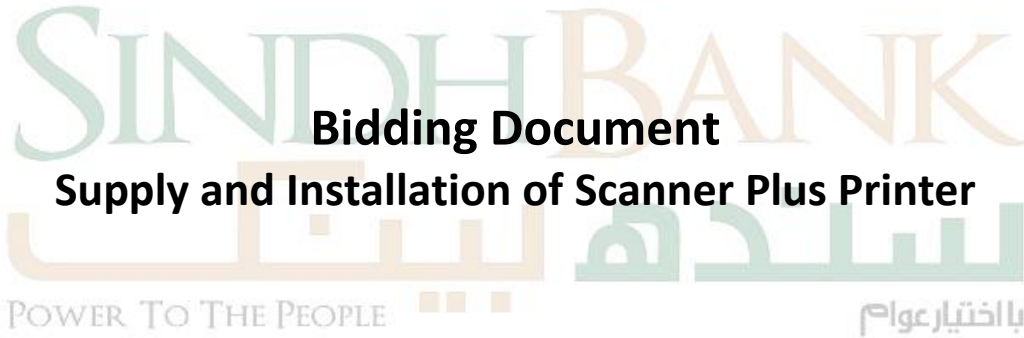
SNDB/HO/ADMIN/TD/1416 /2024

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Sindh Bank Limited

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

شہید محترمہ بینظیر بھٹو کی یاد میں



Bidding Document

Supply and Installation of Scanner Plus Printer

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/>

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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 procedure.
2. All E-bids must be accompanied by a Bid Security of the estimated price, as mentioned in the Table above, in the name of "Sindh Bank Ltd", and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order.
3. Late E-bids shall be rejected.
4. The complete E-bids must be submitted online on e-Procurement System (EPADS) website i.e. <https://portalsindh.eprocure.gov.pk> as per the following schedule:

E-bid Submission Date & Time	02.01.2025 @ 10:00 AM
E-bid Opening Date & Time	02.01.2025 @ 10:30 AM
Place	Sindh Bank Ltd. Head Office. Federation House. Abdullah Shah Ghazi Road. Clifton.

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5. 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.

6. ADDRESS FOR SUBMISSION OF BID SECURITY

Information Technology 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

7. 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. Form 8.5
	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

	v	<p>process, if they:</p> <ol style="list-style-type: none"> 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. have controlling shareholders in common; or receive or have received any direct or indirect subsidy from any of them; or have the same legal representative for purposes of this Bid; or 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 submit more than one Bid in this Bidding process,
	vi	<p>Bidder may be ineligible if – a)</p> <ol style="list-style-type: none"> The Bidder is declared bankrupt or, in the case of company or firm, insolvent; 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; 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; The Bidder is convicted, by a final judgment, of any offence involving professional conduct; 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 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
	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	<ul style="list-style-type: none"> a. The services required, Bidding procedures, and contract terms Bidding Documents are prescribed in the Bidding documents. The Bidding documents, inter alia, include: b. Invitation to Bids c. Instructions to Bidders (ITB) d. Technical Specifications/ Schedule of Requirements e. Bid Data Sheet f. General Conditions of Contract (GCC) g. Special Conditions of Contract (SCC) h. Schedule of Requirements i. Bid Form j. Bidder Profile Form k. General Information Form l. Affidavit m. Bid Security Form n. Technical Bid Form o. Contract Form p. Financial Bid Form / Price Schedule q. Performance Guarantee Form r. Check List
	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-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder</p>
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 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	<p>A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through eProcurement System (EPADS).</p>
	iii	<p>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.</p>
	iv	<p>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</p>
	v	<p>Should the Procuring Agency deem it necessary to amend the Bidding</p>

		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 nonresponsive 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 Establishing Bidder's Eligibility and Qualification	i	Where a sample(s) is required by a procuring agency, the sample shall 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"> ▪ If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or ▪ In the case of a successful Bidder, if the Bidder fails to; <ul style="list-style-type: none"> - Sign the contract in accordance with ITB Section [2.7.4]; or - 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	<p>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)]</p> <p>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)]</p>
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., https://sindh.eprocure.gov.pk
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. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.
	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"> - Fewer than three bids have been submitted and SNDB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)] - If the SNDB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]
	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 all e-Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
	ii	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.
	iii	In case of Single Stage One 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. Not APPLICABLE
	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	Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's e-Bid.

	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	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
	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).
	iv	No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SNDB may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]
	v	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 One Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
	vi	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;
	viii	b) 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
	viii	From the time of e-Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so on the e-Procurement System (EPADS) in electronic forms that provide record of the content of communication.
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 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.
	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	<p>SNDB has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]</p> <p>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> <p>The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]</p> <p>prohibit the procurement committee from acting or deciding in a manner, inconsistent with these Rules and regulations; [SPPRA Rule 31(4-a)]</p> <p>annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and</p> <p>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>IMPORTANT</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>

		b) Incriminating evidence of the complaints.
	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)].</p> <p>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)].</p> <p>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 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	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%).
2.6.6. Procuring Agency's Right to Accept or Reject All E-bids	i	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.
	ii	ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any
	iii	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.
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>IN MEMORY OF SHAHEED MOHTAR</p> <p>SINDH BANK</p> <p>سندھ بینک</p> <p>POWER TO THE PEOPLE</p> <p>بااختیار</p> <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</p>

		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.”
	ii	ii) Blacklisting & Debarment: Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding. Substantial Requirements & Procedure for Blacklisting & 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 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.]
2.7. Blacklisting	iii	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

3. SECTION –III TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Sindh Bank Limited requires the Supply and Installation of the SCANNER PLUS PRINTER. The requirement will be issued on a need basis. Therefore, the quantity may vary depending on the requirement of the bank, accordingly, bank will not be responsible if the quantity asked is not as per the scope of work below and in this context no claim will be entertained. Payment will be done on the supply of actual numbers of items. The purchase of items will be spread over the year as needed. Required items should strictly be original/genuine and in accordance with the below specifications

Scanner Plus Printer		Qty
Specification		70
Scan type	Flatbed+ADF	
Scan Technology	CIS (Contact Image Sensor) or Better	
Scanning	Color Scanning	
Scanning resolution	Up to 1200 x 1200 DPI or Better	
Scan Speed	20 Second or better	
Maximum document scan size	Flatbed 216 x 297mm / ADF 216 x 356mm	
Connectivity	Hi-Speed USB, Network (WIFI + wire Ethernet)	
Paper handling	Paper Input Tray150 pages, Paper output tray100 Pages	
printing	Duplex printing	
Network	YES (WIFI + Ethernet)	
Power Supply	Supplied through USB Port OR Power Adapter	
Delivery	Within 4 Weeks, the equipment will be delivered to the Sindh Bank Head office in Karachi without any additional cost to the bank.	
Warranty	1-YEAR	
Operating System Compatibility	All Version Of Windows	
	The vendor is required to maintain a sufficient inventory of spare parts, which will be subject to inspection by the (Authority) as needed.	

License /Warranty / Support /

It would be mandatory for the Bidder to provide a Warranty/Support for (01) year for the product and provide on-site support, extendable at the Bank's discretion. The Warranty/Support period of one year would commence from the date of delivery. During the Warranty period, the Bidder would be required to undertake all necessary modifications such as updates, bug fixes, changes in the software, or any other support as and when required at no extra cost.

Quoted hardware solution must have end of life beyond (05) years at the time of submission.

Delivery Time: Within 04 Weeks

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 3rd 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.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Sindh Bank Ltd Supply & Installation of SCANNER PLUS PRINTER
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: SNDB/HO/ADMIN/TD/1416/2024
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. Bidding Documents		
6.	2.2.2	The address for clarification of Bidding Documents is Head of Administration 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 EPADS: https://portalsindh.eprocure.gov.pk/#/
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.

C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	<i>Language of the Bid: <u>English</u></i>
10	2.3.4	<p>The price quoted shall be fixed in PAK RUPEES</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>

D. Preparation and Submission of Bids	
2.2.2	The complete Bids must be submitted online on eProcurement System (EPADS) website i.e. https://portalsindh.eprocure.gov.pk/#/
2.4.2	<p>The deadline for E-bid submission is:</p> <p>02.01.2025 @ 10:00 AM</p>
2.5.1	<p>Time, date/ Month/ Year, and place for E-bid opening.</p> <p>02.01.2025 @ 10:30 AM</p> <p>Head of Administration 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</p> <p>E-mail: tenderdept@sindhbankltd.com, Websites: www.sindhbank.com.pk & https://portalsindh.eprocure.gov.pk</p>
2.3.8	Bid validity period after opening of the E-Bid is: NINETY (90) DAYS.
E. Opening and Evaluation of Bids	
2.5.1	<p>The E-Bid opening shall take place at: Sindh Bank Ltd. Head Office</p> <p>Market approach is: National Competitive Bidding – Open to all eligible bidders</p> <p>Bidding Procedure: Single Stage One Envelope</p>
2.5.7	The currency that shall be used for E-Bid evaluation is: PAK RUPEES
2.6.2	Amount of Performance Security/Guarantee is: 05% of THE CONTRACT AMOUNT
8.12	Successful Bidder undertake to sign Integrity Pact for the procurement

F. Bid Evaluation Criteria	
2.5.8	Criteria to Bid evaluation is presented below:

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

S. No.	Requisite	Compliance / Proof	
		Yes	No
1	Bidder must be registered with the Income Tax and Sales Tax Department and must appear on the Active Taxpayer List of FBR.	Yes	No
2	The bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan.	Yes	No
3	Bidder must have an Annual Turnover of at least PKR 10 Million in the last Three (03) financial years. Audited Financial reports or Tax Statements are to be submitted with the proposal.	Yes	No
4	The bidder/OEM proposed solution must be deployed in at least Two (02) commercial Banks during the last three years.	Yes	No
5	OEM must have successfully done Two (02) deployments of solution in commercial Banks.	Yes	No
6	Bidder must have a service and support office in at least two (02) major cities of Pakistan including Karachi.	Yes	No
7	Bidder must not be blacklisted by any government, semi-government, or private organization.	Yes	No
8	The bidder must submit an OEM authorization letter for this specific procurement.	Yes	No
9	The quoted solution must have an end of life beyond three (03) years at the time of submission.	Yes	No
10	Bidder must be in relevant IT business for the last Five (05) years.	Yes	No

ELIGIBILITY CRITERIA NOTE

1. If company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-6).
2. There can be a subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
4. Bank reserves the right to verify all or any documents from the source, submitted in the bid as per SPPRA rule # 30(1).
5. Bank reserves the right to verify the equipment from the principle at any time to ensure that the supply of equipment is genuine, original, new and that its specification are the same as described in the bid. In case of any fake/refurbished equipment, the company may be subject to legal proceeding as per SPPRA rule # 30(1).
6. Company will be considered disqualified if specification of the Equipment quoted does not meet the specification given in the tender document.
7. Company shall supply Goods as per specifications and upon the recommendations of the Technical/Standardized Committee appointed by the Bank within 12 to 14 weeks from the date of receipt of purchase order. In addition to that Rs. 500/- per day will be fined after 10 days and Rs. 1,000/- per day will be fined after 20 days.

MANDATORY

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

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

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

شہید محترمہ بینظیر بھٹو کی یاد میں

DISQUALIFICATION

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

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

5. GENERAL CONDITIONS OF CONTRACT

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.  MOHTARMA BENAZIR BHUTTO شہید محترمہ بینظیر بھٹو کی یاد میں

“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. شہید ہدترہ، بینظیر بھٹو کی یاد میں

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).

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

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



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

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 "M"] [SPPRA Rule 89]

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

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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. SCHEDULE OF REQUIREMENT

Sindh Bank Limited requires Supply & Installation of SCANNER PLUS PRINTER. The requirement will be issued on need basis. Therefore, quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply of actual numbers of items. The purchase of item will be spread over the year as needed.

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



8. SECTION-V: SAMPLE FORMS



ANNEXURE "A"

8.1 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. MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO
شہید محترمہ بینظیر بھٹو کی یاد میں
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
_____	_____
_____	_____
_____	_____

(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"

8.2 MANUFACTURER'S AUTHORIZATION FORM

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



شہید محترمہ بینظیر بھٹو کی یاد میں

[Signature for and on behalf of Manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid..*

POWER TO THE PEOPLE

با اختیار عوام

ANNEXURE "C"

8.3 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.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

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 "D"

8.4 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.		Company's Date of Formation		
No. of Employees				

*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 "E"

8.5 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: -

- 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 "F"

8.6 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	Item	Unit Price	Quantity	Amount (PKR)
1	SCANNER PLUS PRINTER		70	
*Total Amount (In PKR)				

* This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note. 6 below).

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. Calculation of bid security. 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is revealed at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
6. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
8. All conditions in the contract agreement attached as Annexure G are part of this tender document.
9. The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
10. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
11. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
12. Pre Bid Meeting: Within one week (For Any Clarification)
13. Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

Signature & Stamp of Bidder _____

ANNEXURE "G"

8.7 BID SECURITY FORM

[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 "H"

8.8 TECHNICAL BID FORM

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

Sr. No.	Item name	Brand name with the Country of the Manufacturer	Make & model	Quantity	Country of Origin	Specifications Dimensions
1	SUPPLY AND INSTALLATION OF SCANNER PLUS PRINTER			1		

Stamp & Signature of Bidder _____

ANNEXURE "1"

8.9 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 "J"

8.10 SERVICE AGREEMENT

To be signed by the awardee

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

 (Here in after called the Vendor).

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

Detail of Equipment is as follows.

Product	Quantity	Unit Price PKR	Total Price (PKR)

Terms & Conditions:

- a. The vendor will provide the performance security in the form acceptable to the Bank. for the
 - b. 10% of the order value for the period of 90 days from the date of Submission of performance
 - c. security . In case Vendor does not fulfil its commitments the bank reserves the right to enforce
 - d. the performance security. All terms & condition of the tender documents are part of this agreement
2. The vendor shall supply Goods as per specifications and upon the recommendations of the
- a. Technical / Standardized Committee appointed by the Bank within _____ weeks from the date of
 - b. receipt of Purchase Order.

3. The bank will have the option to enforce the performance bond on happening of any one or all
 - a. the following events.
 - i. If the vendor fails to deliver the Goods as per agreed Schedule.
 - ii. If the vendor fails to get the Goods inspected by the Technical Committee.
 - iii. If the Goods supplied by the vendor fails to perform as per Banks requirement.
 - b. In addition the Bank will have the option to cancel the order and offer the same to the next
 - c. lowest bidder.
4. The Vendor is obliged and bound to replace any or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.
5. The warranty of the equipment is One year comprehensive onsite from the date of delivery.
6. The warranty will be effective while the Goods remain in the premises of the Bank and the Bank
 - a. will not be responsible to send the equipment to the vendor site. In case however if any portion of equipment required to be shifted to vendor's site, vendor will provide equivalent backup during the warranty period.
7. Vendor agrees to maintain adequate inventory of the parts so that the replacement is available
 - a. within 24 hours, if any fault arises in the equipment during the warranty period. In case the
 - b. effected part is not available, then the vendor will provide backup equipment of the same
 - c. product or better till the resolution of the fault, without any extra cost to the Bank.The vendor
 - d. will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement,
 - e. 24x7 Technical Assistance, Software Updates & Patches & Support.
8. The vendor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services
 - a. Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all
 - b. other incidental charges etc, up to the place of destination.
9. The Bank reserves the right to Test/Check the equipment to ensure that it is provided as per
 - a. specification in the tender document. For any discrepancies, the Bank reserve the right to
 - b. forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of

- c. the Bank forever. The decision of the Bank shall be final and binding upon the vendor.
10. In the event of the default on the part of the vendor, in the performance of any condition of the
- contract and if such default is not remedied within 3 days it shall be lawful for the Bank to
 - enforce full or part of the Earnest money / Performance Security and or cancel the whole part
 - of the supply order with vendor and the decision of the the Bank will be the final and legally
 - binding on the vendor.
11. Proportionate payments against supply of equipment will be made within Thirty days from the
- equipment delivery date.
12. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to the Complaint Redressal Committee for Dispute Resolution.
13. Delivery will be made by the vendor at different locations prescribed by the Bank.
14. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged.
15. The term of this agreement shall be for the period of _____ year, commencing from the date of signing of this agreement. Extendable up to three years.

8.10.1.1 CONFIDENTLITY

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

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

- ii. M/S _____. Acknowledges that the SNDB is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, Nedo Corporation COMPANY shall not disclose any data, information or other affairs of SNDB's customers which may come to the knowledge of M/s _____ in providing the above services. _____ undertakes to obtain from its employees involved in

the Services to provide written undertakings to maintain the confidentiality obligations of M/S _____ under this Agreement.

- iii. In the event of breach of this clause, M/S _____. shall be liable to pay damages to the SNDB and indemnifies the SNDB against any injury arising out of any breach of this clause by the SNDB.
- iv. This clause shall survive termination of the Agreement.

INDEMNIFICATION.

- v. M/S _____. (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).
- i. This Article shall survive termination of this Agreement.

Ensuring Access to SBP

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

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

Termination of Agreement by the Bank:

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

Support Escalation Matrix:

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

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

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

POWER TO THE PEOPLE

Witnesses

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

Signed for and on behalf of

Witnesses

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

ANNEXURE "K"

8.11 PERFORMANCE SECURITY FORM

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

To,

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

WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2024 to _____ [details of task to be inserted here] (hereinafter called "the Contract").

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

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

This guarantee is valid until the _____ day of _____ 2024.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

ANNEXURE "M"

- To be signed by the awardee

8.12 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 "N"

8.13 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	Designation	
5	Department	
6	Name of Business /Shop	
8	Owner's Name & Designation	
9	Name of CEO	
10	Nature of Business	
11	Business Inception Date	
12	Business / Shop Address	
13	Phone PTCL	
14	Email address	
15	Details of Business	
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:
19	Detail of Machinery / Equipment installed	1
		2
		3
		4
		5
20	Name / Designation of the Representative with whom the meeting was held. (Visiting Card Attached)	
21	Assessment of visiting officer	
22	It is confirmed that I have personally met with the person named above at the above mentioned business running address.	
	IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO شہید محترمہ بینظیر بھٹو کی یاد میں	
23	<u>Signature of Bank's visiting officials</u>	<u>Signature of vendor / representative of</u>
	Date: _____ Stamp: _____	Date: _____ Stamp: _____

9. 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	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	5% - Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with Financial proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN)		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	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).		
7	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
8	Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Bid Security Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Performance Guarantee Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 50/-		
13	<ol style="list-style-type: none"> 1. Work order / supply order / purchase order of previous relevant experience. 2. Company profile. Staff list along with location and address <i>[where applicable]</i>. 3. Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). 4. Bidders profile Form (as per form 8.3 of Bidding documents) on letter head of the firm, duly signed and stamped. 		
14	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 _____