SNDB/COK/ADMIN/TD/1209/2021
<b>Copy No:</b>

# **Sindh Bank Limited**

# REVISED SPECIFICATIONS FOR NEW BRANCH

Tender Document
RENOVATION OF OFFICES AT 3RD FLOOR IMPERIAL COURT

# **Table of Contents**

DEFIN	ITIONS	iv
1	INVITATION FOR BIDS (IFB)	7
2	INSTRUCTION TO BIDDERS (ITB)	8
2.1	Correspondence Address	8
2.2	Eligible Bidders	8
2.3	Corrupt Practice	8
2.4	Preparation of Bids	8
2.4.1	Bidding Process	8
2.4.2	Cost of Bidding	9
2.4.3	Language of Bid	9
2.4.4	Company Profile	9
2.4.5	Financial Proposal	9
2.4.6	Bid Currencies	9
2.4.7	Bid Security	9
2.4.8	Bid Validity	10
2.5	Submission of Bids	10
2.5.1	Sealing and Marking of Bids	10
2.5.2	Response Time	10
2.5.3	Extension of Time Period for Submission of Bids	10
2.5.4	Clarification of Bidding Documents	10
2.5.5	Late Bids	10
2.5.6	Withdrawal of Bids	11
2.5.7	Cancellation of Bidding Process	11
2.5.8	Mechanism for Redressal of Grievances	11
2.5.9	Appeal to Review Committee	12
2.5.10	Matters not subject to Appeal or Review	12
2.6	Opening and Evaluation of Bids	13
2.6.1	Opening of Bids by SNDB	13
2.6.2	Clarification of Bids	13
2.6.3	Preliminary Examination	13
2.6.4	Supplier Evaluation Criteria	14
2.6.5	EligibilityCriteria	15
2.6.6	Discussions Prior to Evaluation	15
2.7	Award of Contract	17
2.7.1	Award Criteria	17
2.7.2	SNDB's Right to Accept Any Bid and to reject any or all Bids	17
2.7.3	Notification of Award	17
2.7.4	Signing of Contract	17
2.7.5	Performance Security	17
2.7.6	General Conditions of Contract	18
2.7.7	Special Conditions of Contract	18
2.7.8	Integrity Pact	18
2.7.9	Non Disclosure Agreement	18

3	SCOPE OF WORK	19
4 FII	NANCIAL PROPOSAL	30
5	CONTRACT	31
5.1	Conditions Of Contract	31
5.1.1	Definitions	31
5.1.2	Law Governing Contract	31
5.1.3	Notice	31
5.1.4	Authorized Representative	32
5.1.5	Taxes and Duties	33
5.1.6	Effectiveness of Contract	33
5.1.7	Expiration of Contract	33
5.1.8	Modifications or Variations	33
5.1.9	Force Majeure	33
5.1.10	Termination	33
5.1.11	Good Faith	33
5.1.12	Settlement of Disputes	33
5.1.13	Data Ownership	34
5.1.14	Obligations of the Supplier	34
5.2	Special Conditions of Contract	34
5.2.1	Performance Security	34
5.2.2	Payment Price	35 35
5.2.3	Price	33
Annex	ure "A"	36
Annex	ure "B"	38
Annex	ure "C"	39
Annex	ure "D"	40
Annex	ure "E"	41
Annex	ure "F"	44
Annex	ure "G"	45
Annex	ure "H"	46
Annex	ure "J"	51

# **DEFINITIONS**

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

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

"Bidder" means a person or entity submitting a bid;

"Bidding Documents" means the documents notified by the Authority for preparation of bids in uniform manner.
;

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

"Blacklisting" means barring (or debarring) a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

"Calendar Days" means days including all holidays;

#### "Conflict of Interest" means -

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

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

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

- "Contract" means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;
- "Contractor" means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;
- "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;
- "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SNDB to establish prices at artificial, non-competitive levels for any wrongful gain;
- "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.
- "Emergency" means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;
- "Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation,
- Transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;
- "Government" means the Government of Sindh;

- "Head of the Department" means the administrative head of the department or the organization;
- "Lowest Evaluated Bid" means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids
- "Lowest Submitted Price" means a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost;
- "Mis-procurement" means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;
- "Notice Inviting Tender" means the notice issued by a SNDB through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;
- "Open Competitive Bidding" means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;
- "SNDB" means the Sindh Bank Limited;
- "Services" includes physical, maintenance, professional, intellectual, consultancy or advisory services but does not include appointment of an individual to a post or office, advertisement, arbitration, conciliation or mediation services, services of an advocate in a court case or any other services specifically excluded under the rules;
- "Substantially Responsive Bid" means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;
- "Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;
- "Value for Money" means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SNDB's requirements.

# 1 INVITATION FOR BIDS (IFB)

Sindh Bank Limited (SNDB) invites proposal from candidates for RENOVATION OF OFFICES AT 3RD FLOOR - IMPERIAL COURT. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2019)issued thereunder ("SPPRA") which can be found at <a href="https://ppms.pprasindh.gov.pk">https://ppms.pprasindh.gov.pk</a>. For the purposes of this document, any reference to the term "Act" shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010(Amended 2019)(SPPRA) which can be found at <a href="https://ppms.pprasindh.gov.pk">https://ppms.pprasindh.gov.pk</a>

This TD includes the following Sections:

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

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

Yours sincerely,

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

# 2 INSTRUCTION TO BIDDERS (ITB)

For All legal purpose, all clauses of instructions to bidders (ITB) hoisted by SPPRA on their website www.ppmspprasindh.com will be taken as part and parcel of this tender document and the agreement thereof. Accordingly the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

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

# 2.1 Correspondence Address

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

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

Email: admin@sindhbankltd.com

# 2.2 Eligible Bidders

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

# 2.3 Corrupt Practice

- 1. SNDB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q iii, iv)]
- 2. SNDB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
- 3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

# 2.4 Preparation of Bids

#### 2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **TECHINCAL**, **ELIGIBILITY CRITERIA & FINANCIAL PROPSOAL** (duly filled in all respect). [SPPRA Rule 46 (1-a&b)]

# 2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SNDB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

# 2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SNDB must be written in English. [SPPRA Rule 6 (1)]

# 2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

# 2.4.5 Financial Proposal

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

#### 2.4.6 Bid Currencies

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

# 2.4.7 Bid Security

The SNDB shall require the bidders to furnish the Earnest Money of 2% of the total bidding cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SNDB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

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

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

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

The bid security shall be forfeited:

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

- Furnish performance security in accordance with ITB Section [2.7.5].

# 2.4.8 Bid Validity

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

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

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

# 2.5 Submission of Bids

#### 2.5.1 Sealing and Marking of Bids

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing TECHINCAL, ELIGIBILITY CRITERIA & FINANCIAL PROPOSAL (duly filled in all respect) [SPPRA Rule 46 (1-a & b)]

# 2.5.2 Response Time

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

# 2.5.3 Extension of Time Period for Submission of Bids

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

- Fewer than three bids have been submitted and SNDB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SNDB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

# 2.5.4 Clarification of Bidding Documents

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

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

#### 2.5.5 Late Bids

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

#### 2.5.6 Withdrawal of Bids

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

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

# 2.5.7 Cancellation of Bidding Process

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

#### 2.5.8 Mechanism for Redressal of Grievances

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

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

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

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

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

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

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

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

#### 2.5.9 Review Committee

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

Any bidder being aggrieved by any act or decision of the SNDB after the issuance of notice inviting tender may lodge a written complaint [SPPRA Rule 31(3)].

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

- 1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
- 2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
- 3. [recommend to the Head of Department that the case be declared a mis-procurement if material violation of Act, Rules Regulations, Orders, Instructions or any other law relating to public procurement, has been established; [SPPRA Rule 31(4-bb)] and]
- 4. reverse any decision of the procurement committee or substitute its own decision for such a decision;

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

[Complaint redressal Committee of (SNDB) shall announce its decision within seven (7) days, and intimate the same to the Bidder and the Authority within three (3) working days by SNDB. If the committee stand transferred to the Review Committee which shall dispose of the complaint in accordance with the procedure laid down in Rule 32,] [if the aggrieved bidder files the review appeal within ten (10) days of such transfer] [SPPRA Rule 31(5)]

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

Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)].

Provided that in case of failure of the complaint Redressal Committee to decide the complaint; SNDB shall not award the contract. [until the expiry of appeal period or the final adjudication by the Review Committee]

# **IMPORTANT**

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

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

# 2.4.1 Appeal to Review Committee

A bidder not satisfied with decision of the SNDB Complaints Redressal Committee may lodge an appeal to the Review Committee; [within ten (10) days of announcement of the decision]. provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].

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

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

On receipt of appeal, [along with all requisite information & documents] the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

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

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

The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal; [However, in case of delay, reasons thereof shall be recorded in writing] [SPPRA Rule 32 (10)].

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

# 2.5.10 Matters not subject to Appeal or Review

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

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

# 2.6 Opening and Evaluation of Bids

#### 2.6.1 Opening of Bids by SNDB

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

#### 2.6.2 Clarification of Bids

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

# 2.6.3 Preliminary Examination

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

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

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

# 2.6.4 Supplier Evaluation Criteria

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

# 2.6.5 Eligibility Criteria

S. No.	Requisite	Total Points	Points Obtained	Point Criteria	Contractor Action (Documents to be enclosed)							
1	Status of Firm	10		Private Limited/ Partner Ship	Certificate of incorporation/							
		7		Sole proprietorship	Partnership deed/NTN							
	Years in business	20		10 years and above	NTN Certificate / Letter of Incorporation /							
2	(Only dealing with financial	15		8 years and above	Company Registration Letter is required to be enclosed or Declaration of							
	institutions/Banks )	10		6 years and above	Commencement of Business with evidence is required to enclosed							
	Branches up till now constructed/	40		25 branches and above	Award letters to be attached duly issued from each financial institution's Admin Department that the contractor has							
3	renovated for the Banks/Financial Institutions in last 5 years	Banks/Financial Institutions in last 5	Banks/Financial Institutions in last 5	Banks/Financial Institutions in last 5	Banks/Financial Institutions in last 5	30		15 branches and above	satisfactorily constructed the required number of branches for them. Complete Renovation work order will only be considered issued in last 5 years			
	Average yearly	20		4 Million and above	Audited Financial Statements Report or							
4	turnover in last three years	10		2 Million and above	Tax Return of last 3 years							
	Number of banks /	10		3 & above	Enlistment/Prequalification from Banks/DFI only. Award letters evidences,							
5	DFI, currently on active cliental list	7		2	duly verified from respective bank/DFI to							
	de la constitui fist	5		1	be submitted							
TOTAL POINTS 100 Qualified/Disqualified					ied/Disqualified							

# **2.6.5.1 ELIGIBILITY CRITERIA NOTE**

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

#### **2.6.5.2 MANDATORY**

- 1. Registration with Concerned Authorities:
- 2. GST/Income Tax Registration/Registration with Sindh Revenue Board.
- 3. Blacklisting Affidavit
- 4. Attachment of Affidavit (specimen attached as Annexure "N") on stamp paper from the owner of the company.
- 5. Attachment of Annexures
- 6. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- 7. <u>Tender Reference No.</u>
- 8. 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.
- 9. Financial Proposal- Mandatory

The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.

10. Participation in Tender

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.

#### 2.6.5.3 **DISQUALIFICATION**

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

#### 1. Black Listed from

- a. SPPRA
- b. Sindh Bank Ltd

#### 2. Not Registration with

- a. GST
- b. Income Tax
- c. Sindh Revenue Board.

#### 3. Alternate Bid

Alternate bid is offered.

#### 4. Subletting

The qualified bidder sublets the contract in any form/stage to any other agency.

#### Tender Fee

The tender is deposited without Tender Fee or Tender fee is submitted in form of Cheque.

6. Acquires of zero marks in any serial of the eligibility criteria.

#### 7. FBR Registration

Non submission of FBR registration certificate/Sindh Revenue Board & Provincial Revenue Collecting Authority (If applicable).

# 8. <u>Verification of Cliental Lists.</u> If during verification process of the cliental list the response by any of the bank is unsatisfactory/fake on account of previous performance.

9. Warning Letters

# Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances. 10. Blacklist listing Affidavit

Non attachment of blacklisting affidavit attached as Annexure "I".

#### 2.6.6 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SNDB may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bid submitted by that Bidder.

#### 2.7 Award of Contract

#### 2.7.1 Award Criteria

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

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

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

#### 2.7.3 Notification of Award

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

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

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

# 2.7.4 Signing of Contract

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

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

# 2.7.5 Performance Security

Within 7 DAYS of receipt of the Letter of Acceptance from SNDB, the successful Bidder shall furnish to SNDB the Performance Security equals to 2 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security. The Performance Security will be discharged by SNDB and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

# 2.7.6 General Conditions of Contract

For detailed General Condition of Contract refer to Section [6.1] of this TD.

# 2.7.7 Special Conditions of Contract

For detailed Special Condition of Contract refer to Section [6.2] of this TD.

# 2.7.8 Integrity Pact

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

# 2.7.9 Non-Disclosure Agreement

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

# 2.7.10 Mode of Payment

# 3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires proposal from the Contractors for RENOVATION OF OFFICES AT 3RD FLOOR - IMPERIAL COURT

# 4 FINANCIAL PROPOSAL

# **PRICE SCHEDULE**

(Applicable for the year 2021)

•

S#	DESCRIPTION	AMOUNT
Α	CIVIL WORKS	-
В	PLUMBING WORKS	-
С	ELECTRIAL WORKS	-
D	HVAC	-
	Demoval of five was from ald promises 9 insettlation of	
Е	Removal of fixtures from old premises & insatllation of same at new Location	
	*TOTAL RENOVATION COST	-

<sup>\*</sup>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 9. below)

# BILL OF QUANTITY Renoavtion Works-Imperial Court

- - -

S#	DESCRIPTION	UNIT	QTY.	RATE	AMOL
	CIVIL WORKS				
1	Dismantling / Removal Works.				
	Dismantling / Removal of existing Block/Brick masonary,sub floor cuting, chipping of plaster.where required, Doors & windows with frame in any shape, Iron grills, all sanitary fixtures, water & drainage line, entire electrical wirings, disposed off useless materials/debries outside the municipal limits and stack useable materials as decided by bank's engineer. complete in all respect.(Contractor must visit the site prior to quote the rate). Salvage material to be returned to landlord or Bank as the case may be.	Job	1		
2	Block Masonary works.				
	Providing & laying Block masonary walls including racking of joints with 1:4 cement sand mortar, the job includes Two 3/8" dia steel bars of 2'-0" length on both sides of wall at every 3'-0' ft height for anchoring of masonry with the sides and Two 3/8" dia bars of 2'-0" length at every third block length for anchoring masonry walls to plinth/floor beams, complete in all respect as per drawing, specifications, to the satisfaction of Architect / bank's engineer.  4" thick Block Masonary	SFT	800		
3	Plaster Works.				
	Providing & laying <sup>3</sup> / <sub>4</sub> " thick cement sand plaster (Internal / External) with 1:4 cement sand mortar on walls, columns, beams, using best quality O.P.C, including 6" inches wide mesh at joints of structure with block masonary and over conduiting ,smooth trowel finish complete in all respect. (This includes all the base plaster require for making diagonal and alignment for the exisiting walls) as per satisfaction of Architect / bank's engineer.	SFT	1600		
4	Flooring, Skirting, Elevation Plateform & Special Finishes.				
	Providing and laying glazed full body Porcelain tiles 24" X 24" at floor, of approved design, colour and pattern, bone colour of <b>Master make</b> or equivalent full body porcelain, setting in p.c.c, with matching color imported Grout. Complete in all respect, including curing, cleaning, finishing & hacking/chipping of existing surface for bonding where necessary, and 4 inches wide skirting at walls of the same tiles as above mentioned, with 1:2:4 PCC 50 mm thick, etc. as per specifications and/or as directed by the Architect / Engineer (at any elevation)	SFT	1000		

5	Glass Door	Sft	84	
	Providing, fabrication & fixing glass door with top & bottom locking system, 4" Aluminum D-48 by Lucky or equivalent Pak Cable section, with 12mm thick Middle East / Saudi Arabia or equivalent clear glass with gasket size and shape as shown on drawing, including bolts, nuts, screws aluminum channel, handle, floor machine (New Star Japan), locks & in ATM door D-Lock fixed etc. Complete in all respects as directed by Architect			
6	Glass Partition	Sft	200	
	Providing and installation 12mm thick glass KSA/UAE polished glass with 100mm top & bottom rails, brush finish SS-304, lucky or equivalent Pak Cable section with frosted film surface as per approved design. Contractor is required to provide joints between the panels with minimum 5mm thick clear silicon from Dow corning or other approved by the Engineer. Complete in all respects. (in Manager).			
7	FALSE CELING			
	Gypsum Board (24"X24")			
	Providing & laying 8 mm thick gypsum board False Ceiling, 24" x 24" Elephant Brand or approved equivalent in straight, curved, tiles or multiple profiles, as shown on drawing section, fixed with imported powder coated, with groove, aluminum, " T" & "L" section with ceiling suspension system having provisions for light and AC grill. Complete in all respect as per drawing and instruction of Bank's Engineer.	SFT	1000	
8	Ceramic Tiles			
а	Toilet: Providing / Laying wash room tiles (HMD45-117 9"x17" SB for floor & walls upto 7 feet height (Master brand) or equivalent as per approved shade & layout pattern with 2" thick base concrete including grouting of joint with matching grout material of Stile, complete in all respect as per satisfaction of Architect / bank engineer.	SFT	350	
b	Kitchen/Pantry: Providing / Laying Pantry tiles (HMD38-50SF 9" x 17" SB for floor & walls upto 5 feet height (Master brand) or equivalent as per approved shade & layout pattern with 2" thick base concrete including grouting of joint with matching grout material of Stile, complete in all respect as per satisfaction of Architect / bank engineer.	SFT	150	

9	Marble			
	Providing & fixing pre polished 3/4" thick Marble Top quality with approved size and shade over 2" thick pre cast RCC slab including 1/2" thick gola, grouting and jointing including cost of cutting of marble for basin and sink bowl including filling with silicone around joint of marble complete in all respect as per satisfication by the engineer.			
	Pantry Counter Top (Boticina)	SFT	20	
10	WOODEN CABINETS			
	Kitchen Cabinets			
a	Lower Unit:  Providing, fabricating and fixing in position pantry cabinets 24" deep 32" high consisting of 3/4" thick laminated board (Furniture color) of SONEX, Noor or equivalent on front shutter and drawers, Dark grey on internal box and shelves moulding 1/2"x3/4" including nails, screws, bolts, imported hinges, catchers, locks, handles, 3 coat of sprit polish of matching shade of furniture color on wood lipping and wood preservative treatment including premium quality ceramic tiles above 4" thick P.C.C floor platform complete in all respects as per drawings and as directed by the bank's Engineer.  all kind of best quality hardware's, spring hinges, SS handles, locks etc. Complete in all respects.	SFT	30	
b	Upper Unit: Providing, fabricating and fixing in position pantry cabinets 12" deep and 24" high (Hanging) consisting of 3/4" thick laminated board (Furniture color) of SONEX, AL Noor or equivalent on front shutter and drawers, Dark grey on internal box and shelves moulding 1/2"x3/4" including nails, screws, bolts, imported hinges, catchers, locks, handles, 03 coat of sprit polish of matching shade of furniture color on wood lipping and wood preservative treatment complete in all respects as per drawings and as directed by the bank's Engineer.	SFT	30	
11	Daint at Walla			
11	Paint at Walls			
	Providing and applying, 3 coats of ICI Matt Finish Paint Ash White (3130) or BERGER or equivalent of approved colour and shade, at any floor & at any height over one coat of primer and making smooth and even surface by appling ICI Paintex base filling as per specifications, to surface of walls, complete in all respects as specified and as approved by the bank's Engineer.	SFT	7500	
12	WOODEN DOOR / FRAME / CHOWKAT / Beading			
а	<b>DOOR FRAME:</b> Providing and fixing of required width, 16 SWG, GI door frames for Toilets, kitchen, stores & cash counter with polishing, including Lintels, hold fasts, where ever required, complete in all respect including painting / polish with proper beach / diyar wood beading.	NO	2	

b	SKIN DOORS, 1-1/2 inches thick (for Toilets, Kitchen, stores & cash counter) Provide and install doors consisting of best quality Malaysian skin, pressed over best quality treated partial wood framing, with approved quality of door locks, handle, tower bolt, hold fast, stopper, hardware and paint /polish, complete in all respect.	SFT	35	
13	Polish work	Job	1	
14	Providing proper furniture layout plan, working drawings of electrical/Data/Plumbing, may be arranged through architect,	Job	1	
	TOTAL CIVIL WORKS			

Plumbing Works

	Turnbing Works				
S.No.	DESCRIPTION	UNIT	QTY		
				RATE	AMOUNT
1(a)	Providing and fixing European type ceramics ware coupled water closet, (PORTA) or equivalent, white / light colour, including 3 gallons cistern, P/S trap, C.P tee stop cock with wall cups, connection pipes, "SONEX", "MASTER (Royal)", hinged double bacolite seat and cover of best quality, all joints to services and drains, plugging and screwing as necessary to the structure and make good the same, complete in all respect as per specifications and drawings.	Nos	2		
(b)	Providing and fitting Glazed earthen ware water closet, squatter type (Orisa pattern), combined with foot rest, Best Quality including Plastic made Master Flushing tank, SONEX tee stop cock for cistern water inlet and C.P connector with nuts and fitting, approved other ancillary material complete in all respect.	Nos	1		

2	Providing and fixing Wash hand Basin Vanity type, PORTA or equivalent white colour "SONEX"/ "MASTER" waste coupling, plug with C.P brass chain, 1.5" dia. P.V.C (D type) waste pipe connections to water lines, tee stop cock for cold and hot water inlet connector with nuts and fitting, waste pipe waste coupling, plugs with chain other ancillary material C.P grating including C.P bottle trap, testing etc. complete in all respect and as directed by the Engineer.	Nos.	2	
3	Provide & fix best quality Stainless Steel imported Kitchen Sink, Balraco or equivalent make (40" x 20") 1000mm x 500mm sink with CI or WI brackets 150mm (6") built in wall, 40mm(1 1/2") rubber plug & chrome plated brass chain, 40mm (1 1/2") C.P brass waste, pillar tap 2 way deluxe, 40 mm (1 1/2") dial malleable iron or C.P. brass trap, Bottle trap and unions. Make requisite holes in walls & floor for pipe connections & make good with approved material. (with SONEX fittings).	Nos.	1	
4	Provide & fix uPVC floor drains of 4" dia of make Nikkassi or approved equivalent, having minimum guaranteed 2" water seal with screw down C.P cover, peripheral drains with or without a vent arm. Make requisite holes in walls, floor for pipe connections & make good with approved material, including SS drain / grating with side perforation.	Nos.	3	
5	Provide & fix approved quality chromium plated towel rails 750mm x 20mm (30"x3/4") with brackets and C.P screws. (Taiwan make)	Nos.	3	
6	Provide and fix approved quality C.P toilet paper holders and coat hook. (Taiwan make)	Nos.	3	
7	Provide & fix chromium plated soap dish of approved quality with C.P screws. (Master /Sonex)	Nos.	3	
8 (a)	Provide and fix Muslim Showers manufactured by Master/Sonex or equivalent, complete with stop cock and controlled spray head.	Nos.	3	

(b)	Providing and fixing 15 mm dia C.P. mixer with C.P pipe 15 mm dia, of Master, Sonex or approved equal complete including pipe connections, all fittings, testing etc.			
i)	For Wash basin	Nos.	3	
ii)	Kitchen Sink Mixer	Nos.	1	
9	Providing, fixing, jointing and testing Polypropylene Random (PPR) pipes make Dadex / AGM or approved equivalent pressure pipe for cold/hot water as per DIN 8077-8078,PN-20 for pipes and DIN 16962,PN-25 for fittings (polyfusion welded joints) inside building including fittings and specials (sockets, tees, elbows, bends, crosses, reducers, adaptor, plugs and union etc.) supported on walls or suspended from roof slab or run in chases including pipe hangers, supports, cutting and making good the chases and holes, its painting and insulation against sun light complete in all respects. conforming to BSS. Cut and make good with Test and Commission for cold and hot water system. Job also includes making Water Connection to existing Water supply system.			
i	Dia 1-1/2"	rft	-	
ii	Dia 1-1/4"	rft	-	
iii	Dia 1"	rft	100	
iv	Dia 3/4"	rft	100	
10	Provide and fix of Gate valve, Threaded ends, bronze body with union bonnet, non-rising stem and wedge disc. suitable for 8.5 bars SWP and 250 deg. F., manufactured by KITZ (Japan) or approved equivalent.			
i	Dia 1 1/2"	Nos.	-	
ii	Dia 1 1/4"	Nos.	-	
iii	Dia 1"	Nos.	1	
iv	Dia 3/4"	Nos.	-	
V	Dia 1/2"	Nos.	-	

11	Provide and fix cast UPVC pipes (AGM/dadex /vebro turkey Brand) including fittings such as tees, elbows, sockets, wyc, hangers/supports etc. conforming to BSS for soil waste and vent pipes as embedded in floor and walls or suspended from slab or clamped to wall including plaugsm hangars, beds, Tees, Yees. Include for making requisite number of holes in walls and floors where required and making good the same as necessary to the structure labeling, testing to 6.5 feet water height complete. Job also includes making Sewer Connection to existing Sewerage disposal system.			
i	Dia 2"	rft	-	
ii	Dia 3"	rft	50	
::: 111	Dia 4"	rft	30	
В	Total Plumbing Works			

Elect	rical Works				
S.No.	DESCRIPTION	UNIT	QTY	Rate	Amount
<u>A. IN</u>	TERNAL WIRING				
1	Supply, installation and commissioning of Light Circuit wiring, from MCB in DB to Switch Board to be wired with 3x2.5mm sq. (P+N+PE) PVC insulated 300/500 V grade wire, manufactured by M/s,AGE, Pioneer, FASTor equivalent, or as specified in Annexure A, in and including cost of 1" dia. heavy duty PVC conduit make Popular, Beta, installed on roof slab, above false ceiling, or concealed in walls, or as required as per site conditions, all PVC conduit accessories, pull boxes, steel pull wires, Complete in all respects. Each circuit shall have independent CPC. Maximum wiring of 2 light circuits can be pulled through 1" dia. PVC conduit.				
		Nos.	15		

2	Providing, Installation, testing and commissioning of wiring of <b>Two light points</b> controlled by one switch and wired with 3x1.5 mm sq. PVC insulated wires 300/500 V grade, in and including cost of 3/4" dia. heavy duty PVC conduit recessed in wall, columns slabs or above light carrier all PVC conduit accessories, 3" high PVC junction boxes, pull boxes, steel pull wires, PVC flexible conduit from ceiling junction box to light fixture with brass chuck nut including cost of 3x1.5mm sq from Ceiling Junction Box to Light Fixture, M.S. sheet steel switch box 16 SWG with earth terminal and 2 coats of enameled paint, M.S. box shall be of the same size as that of 1, 2 or 3 gang flush type plate switches, including cost of gang type light switches 10 amps.			
		Nos.	10	
3	Description Installation to the second annual second secon			
	Providing, Installation, testing and commissioning of wiring of <b>Three light points</b> controlled by one switch and wired with 3x1.5 mm sq. PVC insulated wires 300/500 V grade, in and including cost of 3/4" dia. heavy duty PVC conduit recessed in wall, columns slabs or above light carrier all PVC conduit accessories, 3" high PVC junction boxes, pull boxes, steel pull wires, PVC flexible conduit from ceiling junction box to light fixture with brass chuck nut including cost of 3x1.5mm sq from Ceiling Junction Box to Light Fixture, M.S. sheet steel switch box 16 SWG with earth terminal and 2 coats of enameled paint, M.S. box shall be of the same size as that of 1, 2 or 3 gang flush type plate switches, including cost of gang type light switches 10 amps.			
		Nos.	10	
4	Confirming to same specifications as mentioned above in Item No. 4.02 but			
4	Confirming to same specifications as mentioned above in Item No. A.02 but wiring of <b>Exhaust Fan points</b> , including cost of hook box and cost of 10 Amp switch make Clipsal M.S box 16 SWG with earth terminal, 2 coats of antirust point, all fixing accessories, 1-5 Amps ceiling rose and including one switch of 10 amps switch, make CLIPSAL (Australia), PDL (New Zealand), ABB (Italy), MK (UK), Legrand (France)			
		No.	4	

5	Providing & wiring of 1-3 pin 15 Amps power socket outlets (for General Use) wired with 2x4mm2+1x2.5mm² CU/PVC insulated cable 300/500 Volt grade, make Pakistan cables, Fast, Pioneer in 25mm dia PVC conduit make Beta, Popular, recessed in wall/floor, above false ceiling or as required as per site conditions, all PVC conduit make Beta accessories, pull boxes, steel pull wires. Complete with all conduit & wiring accessories including 15 Amps, 3 pin combined switch socket make Clipsal (Austria), Panduit ,MK(UK), Legrand (France) or approved equivalent. Wiring shall be done directly from the MCB installed in the respective DB without any claim of circuit. complete with suitable size 1.5mm thick sheet steel back box recessed in wall.			
		Nos.	10	
6	Providing & wiring of 1-3 pin 10 Amps power switch socket outlets (for RAW supply / WAPDA) wired with 3x2.5mm2 1 core CU/PVC insulated cable in 25mm dia PVC conduit make Beta, Popular, recessed in wall/floor, above false ceiling or as required as per site conditions, all PVC conduit make Beta accessories, pull boxes, steel pull wiresetc. Complete will all conduit & wiring accessories including 10 Amps, 3 pin combined switch socket make Clipsal (Austria), MK(UK), Legrand (France) or approved equivalent. Wiring shall be done directly from the MCB installed in the respective DB without any claim of circuit. complete with suitable size 1.5mm thick sheet steel back box recessed in wall.			
		Nos.	30	
i)	Confirming to same specification as mentioned above in item A-08, but outlet to outlet wiring. Complete in all respect.	Nos.	30	
7	Providing & wiring of 2-3 pin 13 Amps power switch socket outlets (for UPS) wired with 3x2.5mm2 1 core CU/PVC insulated cable in 25mm dia PVC conduit make Beta, Popular, recessed in wall/floor, above false ceiling or as required as per site conditions, all PVC conduit make Beta accessories, pull boxes, steel pull wires. Complete will all conduit & wiring accessories including 13 Amps, 2/3 pins combined switch socket (duplex) make Clipsal (Austria), MK(UK), Legrand (France) or approved equivalent. Wiring shall be done directly from the MCB installed in the respective DB without any claim of circuit. complete with suitable size 1.5mm thick sheet steel back box recessed in wall.			
		Nos.	30	
		1 100.	50	

i)	Confirming to same specification as mentioned above in item A-09, but			
	outlet to outlet wiring. Complete in all respect.	Nos.	40	
8	Providing installing & wiring for Split A/C's unit from distribution board to respective 1-3 pin 16 Amps switch socket, wired with 2x6mm² + 1x4mm² 1 core CU/PVC cable in 25mm dia PVC conduit make Beta, Popular, recessed in wall/floor, above false ceiling or as required as per site conditions, all PVC conduit make Beta accessories, pull boxes, steel pull wiresetc. Complete will all conduit & wiring accessories including 16 Amps, 3 pin combined switch socket make Clipsal (Austria), MK(UK), Legrand (France) or approved equivalent. Wiring shall be done directly from the MCB installed in the respective DB without any claim of circuit. complete with suitable size 1.5mm thick sheet steel back box recessed in wall. Ccomplete with all accessories including termination.			
		Nos.	5	
9. TEL	EPHONE SYSTEM			
i	Providing & wiring of each <b>Telephone</b> socket outlet in preinstalled outlet boxes, wired with 4 Pair Cat-6 (UTP)Cable, make 3M / PANDUIT USA in 25mm dia PVC conduit recessed in slabs, floors, walls, columns or on slab above false ceiling or as required as per site conditions,, complete with all conduit & wiring accessories including RJ-45 IOs & Face Plates. Complete in all respect with suitable size 1.5mm thick sheet steel back box recessed in wall.			
		Nos.	60	
10. CC	OMPUTER NET WORKING SYSTEM			
	Providing, laying & testing of <b>Data Cable</b> 4 Pair Cat -6, make 3M / PANDUIT USA in 25 mm dia PVC conduit including Data Outlet (3M make) Face plate (2port) w/o shutter RJ-45 (Panduit USA)K6 Jack fixed, on 1.5 mm thick steel back box complete in all respect and as per darwing. and providing of Fluke Test Report & 3M's 20 Years Certificate (Complete as per Client's requirement)			
i		Nos.	60	
	24 Ports Cat-6 Patch Panel, make 3M	<b>N</b> T	2	
	211 Old Cat O Laten Lanet, make 3191	Nos	3	
	Supply of machine made 3M Cat-6 Patch Cable (1m) with both end connectors	Nos	40	
	Supply of machine made 3M Cat-6 Drop Cable (3m) with both end connectors	Nos	40	

11. EARTHING SYSTEM	7		
Providing, installation, commissioning and testing of TWO earthing pits (40 to 50 ft deep or up to water level), back filling, ramming etc. complete with copper earth electrode 25mm dia and 1.5 meter long, as indicated in specification and drawings. 16 mm copper wire from electrode to ECP and to all DBs. Complete with cable clamps 38mm dia G.I. pipe till electrod from ECP, with "T", plug, for water refilling and all accessories as per drawings. Each earth pit is to be provided with a concrete manhole 300 x 300 x 450(mm) deep with 225mm thick wall including cement mortar, internal plaster 1:4, with heavy duty C.I. cover including test clamp. Complete in all respect. Earthing bores shall be made at 6 to 8 feet away from foundation and distance between earth pits shall not be less than 10 feet. Further connection of earth pit to all DBs with proper earth wire. In case where earth bore is not possible, due to hilly area, copper plate earth, having size 2'X2'X1/4", with two 10 SWG 16 mm copper wires, tight on plates with brass nut / bolt, plate buried in 6 to 8 feet deep in earth will be provided with UPVC pipe for water refilling fro ground level till earth plate.			
	Nos	2	
12 Cable			
4 core 35 mm2	Rft	100	
4 core 10 mm2	Rft	100	
13 Ceiling Lights	No	50	
14 Ceiling Fans	No	20	
	110	20	
C Total - Electrical works			

<u>Furnit</u>	ure Works				
	_	=			
S.No.	DESCRIPTION	UNIT	QTY	Rate	Amount
-					
1	Providing & Installation of Officer Table with side racks 5ft as per bank's approved design/theme	Nos.	6		
2	Providing & installation of Wooden Work Station with drawer unit as per bank's approved design/theme 4ft	Nos.	45		
3	Supply of Officer chairs in approved fabric (EASO/MASTER or equivalent)	Nos.	45		
4	Visitor Chairs (EASO/MASTER or equivalent)	Nos	20		
С	Furniture works				

E- Removal of below items from old premises (Tariq Road+Kehkashan) & Installation at new premises(Imperial Court), job includes all labor, transportation.

S#	Items	
1	Full Height Cabinets (for Record Room) / Store	4
2	Glass Doors	3
3	Glass Partition	150
4	All wooden Furniture (Chairs+tables+Cash Counters)	
5	Work Stations (Tariq Road+Kehkashan) Shifting & Installation	25
6	Chairs	30
7	ACs	
8	1.5 tons	10

#### Note

- 1. The branch has to be handed over within 75 days of issue date of award letter. In case of delay, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- 2. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labor and any other charges.
- 3. No advance payment will be made; bills will only be processed for necessary payment on receipt of certificate of satisfaction from the Branch Manager & Project Manager.
- 4. Calculation of bid security. 2% of the \*Total Amount will be submitted with the tender document as bid security.
- 5. In case it is reviled at any stage after the completion of work that the asked specification of the tender have not been met, the amount of that specific item will be fined to the contractor with appropriate action as deemed necessary by the procurement committee.
- 6. In case of any observation arising in respect of quality of the item, 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 or cancellation of tender as will be decided by the Procurement Committee.
- 7. All terms and condition of Agreement (Annexure "G") are part of Tender Document.
- 8. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
- 9. Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the services/items duration the contract period. SPPRA Rule 49 may please be referred. The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- 10. Payment will be made as per the scheduled attached as Annexure "K".
- 11. The successful bidder has to deposit 2% retention money at the time of award of contract and 3% will be withheld at the time of final payment. The total 5% withheld amount on account of retention money/performance security will be released after 3 months of completion of tender assigned job and after due receipt of letter of satisfaction from concerned Branch Manager (performa attached as Annexure "H").
- 12. During final inspection, a performa (specimen attached as Annexure "H") will be filled by the representative of engineering department where he will award marks going by the quality of job executed in different categories. Any contractor awarded marks below 70 marks will be issued with warning letter and will not be eligible to take part in any future tender.
- 13. Deviation from specs of Design Book will also be taken as penalty, where the contractor will be asked to provide the material or supplies as per the Book Specification. If the same is not followed within given time, the amount equivalent to the cost of the job will be deducted from the final payment of the contractor and the job will be performed by Bank's own resources, here contractor will also be liable of penalty of 5 marks in marking performa for each deviation committed.
- 14. The site inspection phase will be checked as per the performa attached as Annexure I.

Signature & Stamp of Bidder	

# 5 Contract

#### **5.1** Conditions of Contract

# **5.1.1 Definitions**

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

Applicable Law" means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 (Amended 2019).

"Procuring Agency" or "PA" means SNDB Contractor.

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

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

"GC" mean these General Conditions of Contract.

"Government" means the Government of Sindh.

"Currency" means Pak Rupees.

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

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

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

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

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

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

# **5.1.2 Law Governing Contract**

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

#### **5.1.3** Notice

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

# **5.1.4** Authorized Representative

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

#### **5.1.5** Taxes and Duties

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

# 5.1.6 Effectiveness of Contract

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

#### **5.1.7 Expiration of Contract**

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

#### **5.1.8 Modifications or Variations**

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

# 5.1.9 Force Majeure

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

#### 5.1.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure,

provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 5.1.9.2 Extension of Time

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

#### 5.1.10 Termination

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

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

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

# **5.1.10.2** Termination by the Supplier

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

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

# **5.1.10.3** Payment upon Termination

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

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

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

#### 5.1.11 Good Faith

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

### **5.1.12** Settlement of Disputes

### **5.1.12.1** Amicable Settlement

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

#### 5.1.12.2 Arbitration

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

## 5.1.13 Data Ownership

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

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

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

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

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

### 5.1.14.2 Confidentiality

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

# **5.2** Special Conditions of Contract

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

# **5.2.1** Performance Security

The amount of performance security shall be two (2%) percent of the Contract Price

## 5.2.2 Payment

The payment to be made to the Supplier under this Contract shall be made in accordance with the payment schedule as shall be agreed between SNDB and the Supplier. Payment Schedule is attached as Annexure "K".

### **5.2.3** Price

Schedule of prices shall be as fixed in the Contract.

<b>Annexure</b>	"A	"
		•

# **BID FORM**

	Dated:, 2021
То,	
Head of Administration Division	
SINDH BANK LIMITED	
HEAD OFFICE	
Basement-2 Floor, Federation House,	
Abdullah Shah Ghazi Road,	
Karachi 75600	
Gentleman,	
Ochticinan,	
	eipt of which is hereby duly acknowledged, we, the
	said bidding documents for the sum of
currency [total bid amoun	t in words and figures].
W 1 1 1 10 Pill 11	
	oods/work/related service], that will be in accordance
with the terms defined in the proposal and /or contra	ict.
Our firm including any subcontractors or suppliers	for any part of the Contract, have nationalities from
the following eligible countries	
the following engible countries	•
If our Rid is accepted, we will obtain the Bank Guar	rantee in a sum equivalent to two percent (2%) of the
Contract Price for the due performance of the Contr	* * * * * * * * * * * * * * * * * * * *
contract trice for the due performance of the contr	uct, in the form presented by SNDD.
We agree to abide by this Bid for a period of ninety	(90) days from the date fixed for Bid Opening and it
shall remain binding upon us and may be accepted a	
onun remum emumg up on us und mag es ucceptou e	is any time corors the corporation of time period.
Until a formal Contract is prepared and executed, the	nis Bid, together with your written acceptance thereof
and your notification of award, shall constitute a bir	
•	
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 l	pelow:
Name & Address of Agent	<b>Amount and Currency</b>
<del></del>	<del></del>
70 G	
(If none, State none)	

We understand that you	are not bound	d to accept th	e lowest or any	bid you may	receive.
Dated this	_day of	2021			
[Signature]	[In	the Capacit	y of]		
Duly authorized to sign	Bid for and o	n behalf of			

## Annexure "B"

### **BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for \_\_\_\_\_\_\_.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto SNDB (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_ 2021.

#### THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

# Annexure "C"

# PERFORMANCE SECURITY FORM

То,
Head of Administration Division SINDH BANK LIMITED HEADOFFICE Basement-2 Floor, Federation House, Abdullah Shah Ghazi Road, Karachi 75600
WHEREAS [name of Supplier] (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No [reference number of the contract] dated 2017 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 of2021.
Signature and Seal of the Guarantors
Name of Bank
Address
Date

Annexure "D"

# FORM OF CONTRACT

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010
[the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.
For and On Behalf Of
Signature:
Name:
NIC No:

# Form of Contract

# Annexure "E"

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

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

1.	The Effective Date of this Agreement is_			_ 2021

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

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

- 10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
- 11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
- 12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
- 13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited	Company Name:
Registered Address:	Registered Address:
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

# Annexure "F"

# Schedule of Opening & Submission of Bid

For details refer to notification hoisted on Sindh Bank (<u>www.sindhbankltd.com</u>) and SPPRA (<u>https://ppms.pprasindh.gov.pk</u>) websites on the subject matter.

# **ANNEXURE "G"**

# **CONTRACT AGREEMENT**

THIS AGREEMENT is entered into at Karachi
on this the, 2021
BETWEEN
M/S, a sole proprietorship, having its principal place of business at (hereinafter referred to as "Contractor", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;
AND
<b>SINDH BANK LIMITED,</b> a banking company incorporated under the laws of Pakistan and having its Head office at 3 <sup>rd</sup> Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as "THE BANK", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.
WHEREAS:
"THE BANK" intends to acquire the services of "Contractor" for Renovation, Interior and Electrical Work, for its and Contractor agrees to provide the following services to the bank, as per the tender opened on
i. Renovation, Interior and Electrical work as per detailed BOQ submitted to the Bank.  Total Price as per Financial / Technical Proposal  Submitted by M/s:Rs/-
The terms and conditions are as follows:
Terms & Conditions:
All terms and conditions of the tender document will remain part of this agreement.
<ul> <li>Change / alteration in the original Plan:         <ul> <li>Any change/alteration in the original plan, if required, due to site hindrance or any other reason shall be made after written approval of the Bank. Electricity &amp; Water for renovation activities will be provided free of charge to the Contractor, by the Bank.</li> </ul> </li> </ul>

# <u>Payment Schedule:</u>

- a) No advance payment will be made.
- b) First interim Payment will be made on receiving original invoice from the contractor and confirmation of 30% completion of work by respective Area / Regional Manager of the bank.

- c) Second interim payment will be made on receiving original invoice from the contractor and confirmation of 60% completion of work by respective Area / Regional Manager of the bank.
- d) Final 36% payment will be release to contractor on receipt of final invoice from the contractor and as per actual measurements by the Bank Engineer during his physical inspection of the completed project.
- e) 04% of the total project amount will be retained by the Bank as "Retention Money" which will be released after 90 days of completion of the project along with receipt of satisfactory letter from the concerned branch. On completion of said period a final inspection will be carried out and the retention amount will only be released addressing of observation and due verification from concerned Branch Manager.

_			•	_		
וםט	rıc	'n	Λt	( )	ntr	act:
	ı ıv.	u	O1	-		act.

-	Date of Handing over site	
-	Branch Completion date:	

#### Commencement of Work:

- The job will be commenced from the date of acceptance of Award/Letter by the Contractor.

#### Penalty:

- The completion period of the awarded work will be 45 days from the date of handing over the site.
- In case of delay in completion, a penalty @ 0.15% of total contract amount, for each day of delay will be imposed.
- The rates quoted by the Contractor will include all works, necessary for establishment of Bank Branch, complete in all respect strictly in accordance with our specifications given in design book. In case of any deviation in design/ specification, without written permission of Bank's Engineer, the payment of such item will not be paid and the contractor will be liable to replace the objected item as per the design book at his own cost.

#### Notice:

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

### **Authorized Representative:**

 Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Contractor may be taken or executed by the officials.

#### Taxes and Duties:

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

#### Termination of Agreement by the Bank:

- If the performance of the Contractor is not satisfactory this agreement can be terminated by the Bank upon giving a 30 days' advance notice in writing to the Contractor. In such event the Contractor shall refund all advance money to the Bank after adjusting the cost of work done by that date.
- If the Contractor becomes insolvent or bankrupt.
- If the Contractor, 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 Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued with two warning letter/email by the bank for unsatisfactory performance to the bidder.

### Termination of Agreement by the Contractor:

- The Contractor may terminate this Agreement, by not less than (30) days' written notice to the Bank, if the Bank fails to pay any money due to the Contractor pursuant to this Agreement without Contractors fault.
- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### Force Majeure:

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

#### Extension of Time:

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

#### Good Faith:

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

#### Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall 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.

#### Obligation of the Contractor:

- The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.
- If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier

#### Conflict of Interest:

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

#### Confidentiality:

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

Address \_\_\_\_\_

In witnesses hereunder both the parties have se	t their hands on the day and year above first mentioned.
Contractor Signature	Witness:
Name	Signature
Designation	Name
Company Name	Designation
Address	Address
Stamp Costumer Signature Name Designation Company Name Sindh Bank Limited  Address Federation House, Sindh Bank Ltd. Head Office, Karachi	Signature Name Designation Company Name Sindh Bank Limited  Address Federation House, Sindh Bank Ltd. Head Office Karachi
Stamp Witness:	
Signature	
Name	
Designation	

# Annexure "H" <u>Final Visit Report for New construction / Renovation Works</u>

	Name of branch:	Date					
		Max				Marks	
No	Description	Marks	Good	Average	Unsatisfactory	Obtained	Remarks
1	Masonry Work; Plaster finishes, smooth/non cracked surface, Termite Proofing certificate/warrant y	3					
2	Floor Tiles: Fixing/bonding, levelling, make/size, grouting	5					
3	Tile Skirting: Cutting, fixing, grouting, bonding	3					
4	Ceramic Tiles: Fixing/bonding, levelling, make/size, grouting	3					
5	False ceiling: Suspension, channel/frame fixing, leveling, colour	5					
6	Column Cladding: Polishing, ply pasting quality, workman ship						
7	Kitchen/Full Height Cabinets: Finishing, liping, locks, shelves quality, lock						
8	Paint Work: finishing, color, proper filling, spots/stain free, smooth	3					

No	Description	Max Marks	Good	Average	Unsatisfactory	Marks Obtained	Remarks
9	Wooden doors/Frames: Polish, wood/skin/ply quality, solignum treated, hinges/locks/handl es quality	3					
10	Glass Doors: Glass, floor machine, stiles, handles, D/locks, edging quality, stoper, opening/shutting hurdles	3					
11	Glass Partition/Front Glazing: glass, edging, top & bottom stiles section quality, fixing, silicon filling between gaps	4					
12	Vertical Window Blinds: Fiber, suspension mechanism, shade, color						
13	Security Ms Grill/Door: Ms Bar size, welding joints, finishing, paint, fixing						
14	MS Rolling Shutter: Channel, sheet guage, box, mechanism, paint						

15	Gurad Post, slit size height, view of main entrance & cash counter, door quality, Fan						
No	Description	Max Marks	Good	Average	Unsatisfactory	Marks Obtained	Remarks
16	Officer tables with side rack	3					
17	Wooden Work Stations	4					
18	Officer & Visitor Chairs	4					
19	Strong room/Door: installation, R.C.C finishing/dampness						
20	Emergency exit door, quality, lock, painting, watch window						
21	Commode/WC/flu sh tank/basin/sink Make, quality, installation, working,	3					
22	Wash room acessories, Muslim shower, taps, tissue holder, mirror, exhaust fan, towel rod, soap dish make/quality/fixing	3					
23	Kitchen sink / fittings, drain, tap, counter marbel/exhaust fan etc						

		Max				Marks	
No	Description	Marks	Good	Average	Unsatisfactory	Obtained	Remarks
24	Wiring of light, Acs, power, UPS, cable make, conduits, proper fixing with ceiling	5					
25	DBS/Main Cable/breaker make , guage, size, fixing	4					
26	Acs copper piping, drain, installation, wiring,	3					
27	<b>Lights fixture</b> make, size, installation	3					
28	Data /voice cable, data cabinet, patch panel quality	3					
29	Earthing pit, cable, checking reading	3					
30	Face plates, light button sheet, power/UPS plates, techonlogy box, make quality	4					
	<u>Total marks</u>					<u>85% -</u> <u>100%</u>	<u>Good</u>
	Marks obtained =	-				<u>70% - 85%</u>	<u>Average</u>
	Overall performance	_				<u>Bellow</u> <u>70%</u>	<u>Unsatisfact</u> <u>ory</u>

Faraz Ahmed Civil Engineer

CC: To Contractor

# **ANNEXURE "I"**

# **VISIT REPORT**

1	Date of Visit	
2	Name of Visiting Official from the Bank	
3		
4	Designation	
5	Department	
6	Name of Business /Shop	

į.		1
8	Owner's Name & Designation	
9	Name of CEO	
1 0	Nature of Business	
1	Business Inception Date	
1 2	Business / Shop Address	

1	
Phone PTCL	
Email address	
Details of Business	
	Email address

	Number of Employees in country wide region.	Head Office+
1		City-1
6		City-2
		City-3
1 7	Details of Business	
		Office.1.
1	Addresses of Offices in countrywide region.	Address:
8		
		Email:

Telephone No:
Office.2.
Address:
Email:
Telephone No:
Office 3:
Address:

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

		Office.5.
		Address:
		Email:
		Telephone No:
		1
1 9	Detail of Machinery / Equipment installed	2
		3

		4	
		5	
2 0	Name / Designation of the Representative with whom the meeting was held.		
	(Visiting Card Attached)		
2 1	Assessment of visiting officer		
2 2	It is confirmed that I have personally met with the person named above at the above mentioned business running address.		

2 3	Signature of Bank's visiting officials	Signature of vendor / representative of
	Date: Stamp:	Date: Stamp:

# AFFIDAVIT/DECLARATION

# **ANNEXURE "J"**

(Ann "A") To be typed on Rs.40/- Stamp Paper

# **AFFIDAVIT / DECLARATION**

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

I	I, S/o	, P	Proprietor/Authorized			
Repres	sentative/Partner/Director of M/s,	having NTN #	, holding			
CNIC #	#, do hereby state on solemn affirmati	ion as under:-				
1.	That the above named firm/company has not been adjudged an inse	olvent from any (	Court of law.			
2.	. That no execution of decree or order of any Court remains unsatisfied against the firm/company.					
3.	. That the above named firm/company has not been compounded with its creditors.					
4.	4. That my/our firm/company has not been convicted of a financial crime.					
That wh	hatever stated above is true and correct as to the best of my knowled	ge and belief.				
City: _ Dated.	<b>DEPONENT</b> (PROPRIETOR / REPRESENTATIVE)/DIF	RECTOR				
	Solemnly affirmed and stated by the above named deponent,  day of 201 , who has been identified as		ore me, on this			

COMMISSIONER FOR TAKING AFFIDAVIT

# Annexure "K"

# **PAYMENT SCHEDULE**

S.No	Payment Stages	Payment in terms of percentage	Job to be Completed	Verified By
1	1 <sup>st</sup> Running Payment 30%	On completion of 35% job.	Demolition/Removal of debris  . Block masonry for Bath plaster complete  Drainage Line/Sewerage Lines Plaster work	Admin
2	2 <sup>nd</sup> Running Payment 30%	On completion of 70% job.	Wire Piping conducting  Copper piping  Bath Tiles 100%  Ceiling framing	Admin/Area Manager
3	3 <sup>rd</sup> Running Payment 20%	On completion of 90% job.	Electrical networking wiring Electrical switch, fittings, DB Bath fitting Doors	Admin/Area Manager
4	Final Payment 17%	On completion of 100% job.	Engineer Visit/ Branch Completion certificate	Engineer Visit/Branch Completion Certificate
5	5% Retention Money (2% Performance Security + 3% Retention Money)	On satisfactory completion for three month period, after actual completion of work	After satisfactory completion of 3 months from actual completion.	Branch/Management

The contractor has to deposit 2% retention money at the time of award of contract and 3% will be withheld at the time of final payment. The total 5% withheld amount on account of retention money /performance security will be released after 3 month of completion of tender assigned job and after due receipt of letter of satisfaction from concerned branch manager. Final Bill will be made on actual verified quantities.

# **Drawing**

# Annexure "K"

