

SNDB/COK/ADMIN/TD/716/2016

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Sindh Bank Limited

Tender Document

Tender for Procurement of Software System for Name Screening Customers & Remittances

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DEFINITIONS

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

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

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

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

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

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

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

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

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

“Consulting Services” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist

advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services,

supervision, social and environmental assessments, technical assistance, and programme implementation;

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

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

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

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

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

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

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

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

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

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation,

transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

"Government" means the Government of Sindh;

"Head of the Department" means the administrative head of the department or the organization;

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

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

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

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

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

"SNDB" means the Sindh Bank Limited;

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

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

"Supplier" means a person, firm, company or an organization that undertakes to supply goods and services, system 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 Ltd intends to acquire a compliance solution to dynamically screen new and existing customer accounts on an ‘on going’ basis automatically, Inward and Outward SWIFT remittances and incoming expat remittances against “negative” lists such as Global Sanctions Lists, Global Enforcement Lists and Politically Exposed Persons (PEP), for its banking transactions purpose.

More 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 2013) issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amended 2013).

This TD includes the following Sections:

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

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

Yours sincerely,

Head of Information Technology
SINDH BANK LIMITED
HEAD OFFICE
B-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

2 INSTRUCTION TO BIDDERS (ITB)

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

Information Technology Department
SINDH BANK LIMITED
HEAD OFFICE
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600
Tel: 021-35829394-35829403

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 practices or has been blacklisted under the Sindh Public Procurement Rules 2010 (Amended 2013), in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [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 Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs 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. Standard Forms for Financial Proposal are available in Section [5].

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 5% 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 **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** separately. [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 the bid. [SPPRA Rule 23 (1)]

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

The Bidder may withdraw 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, is received by SNDB prior to the opening of bids.

No bid shall be withdrawn in the interval between 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)]

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

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

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

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

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

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

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

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

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

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

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

2.5.9 Review Panel

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

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

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

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

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

2.5.10 Matters not subject to Appeal or Review

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

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SNDB

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

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids 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

SNDB shall evaluate proposals using the following eligibility criteria.

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attached as Annexure "A")	Yes	No
2	Turn Over in last 3 Years should be at least PKR 20 million	Audit Report / Tax Return (attached as Annexure "B")	Yes	No
3	Registration with Income Tax , SRB and Sales Tax	NTN , SRB & GST Certificates (attached as Annexure "C")	Yes	No
4	The system must have been installed by the vendor in at least 02 Banks.	(attached as Annexure "E") Any supporting document for proof	Yes	No
5	The Product Quoted in the bid must be currently used by at least one Bank in Pakistan.	Attached Purchase Order (Attached as Annexure "F")	Yes	No
Qualified / Disqualified				

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 each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, the company will be straight away disqualified.
3. Attach Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company is mandatory. In case of non-provision of evidence in any of the requisite, straight away disqualified.
4. Lowest vendor will be required to demonstrate the live system to the bank for evaluation of the software within one week of the opening of the tender. In case bidder fails to satisfy the bank about the required feature of the software then vendor will stand disqualified and second lowest will be provided the opportunity to demonstrate the software and so on.

5. Award of Contract / Purchase order will be issued after successful demonstration of the software and satisfaction of all concerned departments of the Bank.
6. NDA (Non-Disclosure Agreement) to be signed by the bidder who is awarded the contract.

DISQUALIFICATION

The bidder will be considered disqualified during evaluation process if:-

- a) On black list of SPPRA or Sindh Bank Ltd or any other authority.
- b) Issued with 2 warning letters by the Sindh Bank in the past to the bidder for unsatisfactory performance.
- c) The company will be considered disqualified from the very outset, if not GST registered.
- d) In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void.
- e) Offers alternate bid i.e. more than one option are included in the bid.
- f) Attachment of relevant evidence in each above requisite (eligibility criteria) is mandatory. In case of non-provision of evidence in any of the requisite, the company will be straight away disqualified.
- g) Subletting of this contract in any form to any other agency.
- h) Non-submission of tender fee

MANDATORY

1. GST/Income Tax Registration.
2. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
3. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.

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

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

2.7.5 Performance Security

Within 15 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security of 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft 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 award to the next lowest evaluated Bidder or call for new bids.

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

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

2.7.6 General Conditions of Contract

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

2.7.7 Special Conditions of Contract

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

2.7.8 Integrity Pact

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

2.7.9 Non Disclosure Agreement

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

3 SCOPE OF WORK.

Sindh Bank Ltd intends to acquire a compliance solution to dynamically screen new and existing customer accounts on an 'on going' basis automatically, Inward and Outward SWIFT remittances and incoming expat remittances against "negative" lists such as Global Sanctions Lists, Global Enforcement Lists and Politically Exposed Persons (PEP), for its banking transactions purpose.

Generic Application Requirements:

- System should support and create unlimited users which will ensure addition of users as the team/bank grows.
- System should have the capabilities to screen both real time transaction and batch data.
- System should have the capabilities to integrate with primary data sources such as swift messaging systems to enable real time screening.
- System should automatically and continuously monitor full customer database against changes on sanctions lists, Negative news, PEP lists etc.
- System should have the capability to upload and maintain bank's internal black list for screening purpose.
- System should have the capability of maintaining centralized audit trail and reporting tools.

Name Screening Requirements:

- System should have the capabilities for online screening for multiple users (ad-hoc one to one screening).
- System should have the capabilities for file based bulk screening.
- Automated scanning of customers/payment messages at on boarding stage/transaction stage based on direct linkage with remittance/payment system through integration.
- System should have capability to save the Bank's existing customer database for automated delta screening against Sanction Lists and other negative news updates including OFAC, BLA, NAB, Al Qaeda & Taliban
- System should have the capabilities to provide and incorporate the following types of "negative" lists when screening transaction and customer data: Sanctions Lists, Politically Exposed Persons (PEP), Negative news and Global Enforcement Lists.
- Ability to electronically upload custom lists into the application.
- System should automatically determine if the list has changed and describe the frequency of checking and how changes are uploaded to the system.

- System should perform a direct name match to determine if a customer is on the negative list.
- System should perform a "fuzzy logic" match to determine if a customer is on the negative list.
- System should perform a "Phonetic" match to determine if a customer is on the negative list.
- After the system is implemented, it should perform an initial scan of all customers against the negative lists.
- System should scan existing customers as names are added to the negative lists.
- System should compare additions to the negative lists against the bank previously screened customers. For example, an individual is previously flagged by OFAC, but the bank determines that the client is okay and adds the client to a clean list. Subsequently, the actual client is added to the OFAC list and needs to be removed from the Bank's clean list.
- System should produce a relative score for each match based on name, date of birth and country.
- System should contain a false positive engine for automatic categorization of a match into false positive based on configurable rules.

Case Management Requirements:

- System should have the capabilities to indicate "out of the box" functionality provided for case management and workflow.
- System should have the capabilities to prioritize cases according to predefined rules in the case management system.
- System should have the capabilities to describe the functionality and the ability for the user to define the rules.
- System should have the capabilities to funnel alerts to a pool that may then be worked on by individual analysts.
- System should have the capability to distribute cases based on descriptive criteria (e.g. business unit, score, product, alert type)
- System should have the capabilities to link multiple cases to the same customer.
- System should have the capabilities to store past cases and restore case as needed.

- System should contain a multiple level case review user hierarchy (AML User/Officer/Compliance Officer/Reporting Officer)
- System should be flexible to adopt changes in the hierarchy structure.
- Customized work flow for each user in a four-level basis with alert mapping/assignment.
- System should have the capabilities to distribute alerts amongst various users using - Product Code, Customer Type, Branch, Alert Code.

Other requirements:

- System should have the capabilities for dual factor screening.
- System should have the capabilities for risk scoring of matches for prioritization.
- System should have the capabilities to screen against specific regulatory lists.
- The vendor should incorporate the specific regulatory lists with enhancements and PEPs data with the screening system offering.
- System should have the capabilities to update and deactivate ad-hoc lists.
- System should have the capabilities to list ID wise comments.
- System should store a clear audit trail of screening and decisions taken on the matches.
- System should be able to have interface with a. Core Banking b. Remittance System c. Card Systems to have above requested facilities.

Data Requirements

- System should be fully integrated with the data lists which would be required to update as and when updated by the authorities.
- Lists required
 - Sanctions & Regulatory lists such as OFAC, HMT, EU & UN with data enhancements.
 - Worldwide PEP data coverage with regular updated on additions and edits.
 - Worldwide Negative news updates.
 - Worldwide enforcement database including local enforcements agencies such as NAB, SECP & FIA.
 - Any other list if required.

Intranet accessibility

System should be centralized, and it can be accessed from anywhere within the Bank.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the Year 2016)

Name of Bidder _____

S.No	Description	*Total Amount
01	System Name for Screening Customers & Remittance (with unlimited user licenses & one year support)	

**This total amount will be taken as the financial bid offered by the vendor.*

Note:

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation charges.
3. No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
4. Calculation of bid security. 5% of the *(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
5. 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.
6. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
7. The Tender will stand cancelled if the system is not provided within 12 weeks of issue of purchase order.
8. In case financial bids are the same, the successful bidder will be the one who has highest turnover of the two.
9. 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.
10. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the software within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
11. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
12. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
13. **As pre bid meeting will be held one week before the opening of tender and any interested bidder may attend the meeting before submitting the proposal.**

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

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

Dated: _____

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 (Amended 2013)

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

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

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

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

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

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

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

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

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

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

5.1.2 Law Governing Contract

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

5.1.3 Notice

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

5.1.4 Authorized Representative

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

5.1.5 Taxes and Duties

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

5.1.6 Effectiveness of Contract

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

5.1.7 Expiration of Contract

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

5.1.8 Modifications or Variations

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

5.1.9 Force Majeure

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

5.1.9.1 No Breach of Contract

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

5.1.9.2 Extension of Time

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

5.1.10 Termination**5.1.10.1 Termination by SNDB**

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

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

5.1.10.2 Termination by the Supplier

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

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

- b. If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

5.1.10.3 Payment upon Termination

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

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

5.1.11 Good Faith

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

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

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

5.1.12.2 Arbitration

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

5.1.13 Data Ownership

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

5.1.14 Obligations of the Supplier

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

5.1.14.1 Conflict of Interest

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

5.1.14.2 Confidentiality

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

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

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

5.2.2 Payment

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

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

Annexure “A”

BID FORM

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

TAILORED SEPARATELY FOR EACH TENDER DOCUMENT

Dated: _____, 2016

To,

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

Gentleman,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

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

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

_____.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by SNDB.

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

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

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

Name & Address of Agent

Amount and Currency

(If none, State none)

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

Dated this _____ day of _____ 2016.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____

Annexure “B”**BID SECURITY FORM**

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the Procurement of System Name for Screening Customers & Remittance.

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 ____ 2016.

THE CONDITIONS of this obligation are:

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

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

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

[Signature and Seal of the Bank]

Annexure “C”

8. PERFORMANCE SECURITY FORM

To,

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

WHEREAS [name of Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2016 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

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

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

This guarantee is valid until the _____ day of _____ 2016.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “D”**INTEGRITY PACT****Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010**

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

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

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

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

For and On Behalf Of

Signature: _____

Name: _____

NIC No: _____

Annexure “E”

SCHEDULE OF OPENING & SUBMISSION OF BID

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

Annexure “F”**FORM OF CONTRACT**

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

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

1. The Effective Date of this Agreement is _____ 2016.
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:
 1. Trade secrets;
 2. Financial information, including pricing;
 3. Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 4. Business information, including operations, planning, marketing interests, and products;
 5. The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 6. 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”):
 7. If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 8. If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 9. 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:
 10. Any use of Confidential Information in violation of this agreement; and/or
 11. 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:
 12. 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
 13. Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 14. Was known to the Recipient before receipt from the Discloser;
 15. Is or becomes publicly available through no fault of the Recipient;
 16. Is independently developed by the Recipient without a breach of this Agreement;
 17. Is disclosed by the Recipient with the Discloser's prior written approval; or
 18. Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
8. Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's

written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

9. This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
10. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
11. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annexure “G”

Contract Agreement

This Agreement is made on _____

By & BETWEEN

Sindh Bank Limited Banking company incorporated under the laws of the Islamic Republic of Pakistan and having its registered Head office _____ Karachi (hereinafter referred to as “SNDB”) which expression shall unless repugnant to the context include its successors-in-interest and permitted assigns) of the first part:

AND

M/s. Vendor A company incorporated under the law of the Islamic Republic of Pakistan and having its registered office at _____ (*hereinafter* referred to as “Vendor “) which expression shall unless repugnant to the context include its successors-in-interest and permitted assigns of the second part.

TERM OF AGREEMENT

The Date on which this agreement shall come into effect is _____ 2016. This agreement shall continue to remain in force unless terminated by either Vendor or SNDB according to the terms and conditions as stated in the termination section of this agreement. All terms & conditions of tender document are part of this agreement

PARTIES

Collectively SNDB & Vendor are referred to as “parties.

WHEREAS:

- a) VENDOR has developed and has the right to license “Procurement Application” hereinafter defined as “Software”
- b) SNDB wishes to procure, install, develop, customize and use the Software as per bank requirement.

NOW IT IS HEREBY AGREED as follows

1.0 DEFINITIONS

- In this Agreement and the schedules hereto, the following expression shall (except where the context otherwise requires) have the following meanings.
- **Software** means the computer programs in machine readable form and all the documents and materials forming part thereof or relating thereto and (except herein specifically excluded) any Update delivered by AL INTISAR to)
- **Property Rights** means all copyrights, patents, trade secrets, confidential information and other intellectual property rights in all parts of the world.
- **Object Code** means a code that can be read by a computer's operating program and used to issue instruction to the computer.
- **Update** means any amendment, improvement, addition, modification, adoption or development of the Software and to the Update construed accordingly.
- **Delivery** means any installation, development, customization, implementation and training of software.

2.0 PURPOSE

2.1 The main purpose to take system is to have complete work flow with interface with our core banking not a processing module to serve the following objectives;

1. To implement complete front end Module covering all aspects of administration Department
2. Module shall have complete workflow to automate the entire process
3. It will cut down paper cost, courier cost, and man hour etc thereby reducing overall operational cost and enhance transparency in the process.
4. System static maintenance/business rules will be based on approved procedures/predefined criteria for Assets and Services been handled by Admin.
5. To have system in place to closely monitor the vendor performance to avoid sub standard services.
6. Govern the process of acquiring and maintenance of goods/services.
7. To have adequate checks and balances to prevent possible malpractices, enhance accountability in the use of funds.

2.2 The details of Modules covered by this agreement (as per annexure A) and the applicable services are covered in scope of work. The scope of work and module details may be updated from time to time and the updated annexure once signed by Vendor and SNDB will become an integral part of the contract without the need to revalidate the entire agreement.

3.0 TERM OF REFERENCE/SCOPE OF WORK

3.1 Description of the Software Services

The software has been licensed to SNDB by Vendor and installed at Sindh Bank Limited.

The software enables office/branches from across the globe to communicate with each other using a completely web-based interface.

The software enables a new level of business process and technology integration for procurement and finance departments. Built on the latest technology platforms, this software has been designed to automate the traditional paper-based processes and workflows of procurement, servicing, Finance, and accounting departments of mid to large sized institutions. It is a robust, secure, and scalable browser-based solution that provides businesses with better operational and financial visibility and helps them control their costs.

It provides an efficient process that reduces the amount of paper-based document flow and improves the integrity and availability of information with detailed financial accountability.

Following is a list of services that are included within the scope of this Agreement:

1. Customization of Existing Available Module as per SNDB requirement.
2. Development of Required Module as per SNDB requirement.
3. Module base Installation and integration.
4. Implementation Cycle per Module & on Site basis.
5. **Training of Modules:** At the time of deployment of a software product, complete training is provided so as to ensure the proper understanding and technical knowledge of the product and its workflow. Incase further training is requested for by the SNDB then the additional session(s) will be covered under the professional services.
6. Post Implementation support by vendor.
7. **Server Migration:** This includes setting up new service machines/installation/movement of backup machines to live environment or-vice a versa.
8. **Patch Uploading:** Patches will be update through on site engineer.

3.2 Installations, training and back-up period

3.2.1 **VENDOR shall install the Software within 12 weeks after** issuance of Purchase Order. SNDB will insure that all other infrastructure i.e. installation of hardware, installation of networking systems and etc.

3.2.2 Vendor shall install the software at designated site of SNDB. SNDB personnel shall use this software to test, gap analysis and provide customization/development requirement duly signed by relevant authorities.

3.2.3 SNDB shall assign a well-trained and experienced liaison officer during the installation, customization, development and subsequent training period to provide necessary information to VENDOR. During the same period, Vendor undertakes to carry out its obligations pursuant to this agreement in a professional, competent and honest manner with their competent and

qualified personnel. Vendor will nominate system designing team and coordinator for the project under the supervision of Head Analyst; as per annexure "C"

3.2.4 VENDOR hereby agrees to provide SNDB with a reasonable period of user systems training and support.

3.2.5 VENDOR undertakes that Software will be completely developed, customized and implemented in phases by VENDOR within [] months time. VENDOR agrees to perform the services as described in Attached "A".

3.2.6 VENDOR shall provide a backup support after the live implementation of all modules on site basis and user acceptance test for six calendar months by SNDB during which VENDOR will rectify all such faults, bugs or defective functions..

3.2.7 The term of this Agreement carry out its duties hereunder in "the provision of the services in an efficient, professional manner and that such services will be-provided when required without unreasonable delay and in accordance with the terms hereof.

3.2.8 Both parties shall ensure that all communications concerning the Services are channeled through the Project Contact and are confirmed in writing. The both parties shall inform promptly in writing of any change in the identity of the Project Contact and no change shall take effect unless and until such notice has been received by VENDOR or SNDB.

3.2.9 SNDB will update Vendor regarding regulation, rules etc of the SNDB as may be applicable for the purpose of this project. Vendor shall fulfill all the rules and regulation as given by SNDB.

3.2.11 VENDOR ensures that they will not subcontract anything related to their service without SNDB confirmation /permission.

3.2.12 VENDOR will deploy highly trained personnel for installation & training at SNDB.

3.2.13 VENDOR will maintain a complete audit trail, record and supporting documents (financial/non financial) related to agreement and present to our internal/external auditors if require.

3.3 Integration with core banking systems:

3.3.1 VENDOR agrees to provide that they will be responsible for the integration of software with existing core banking systems of SNDB. This will include data sets and mapping of chart of accounts.

3.3.2 SNDB agrees to provide VENDOR with reasonable access with the prior consultation/permission of ITD as well as working facilities to VENDOR's staff in bank premises during working hours.

3.5 Development of Resources & Software Support

3.5.1 Human resource by VENDOR services at SNDB-site is governed under following terms to maintain effective timelines / completion of assignment and proper project support services later on:

3.5.2 VENDOR will take full responsibility of any miscalculations, bug/errors, faults etc. found in the Software and will take all reasonable measures to rectify such reasons.

3.5.4 VENDOR will deploy skilled Software support personnel, to be placed at SNDB premises full time, initial implementation period in live environment, who will liaison with the users of the Software for immediate rectification of bug and errors in the Software.

3.5.5 Senior management of VENDOR will interact with designated SNDB team, at least on monthly basis or as and when required during implementation period, to discuss issues related to implementations,

3.5.7 After expiry of the six months backup support period, VENDOR will provide SNDB with Software Support Service either by telephone, email, fax or by personal visit by an VENDOR analyst/programmer for resolving technical or operational problems which may from time to time be encountered with the Software. The fee for this service is set out in section "Payment" hereunder.

3.6 Software Maintenance Agreement

3.6.1 After the expiry of backup support period a separate Agreement for annual Maintenance shall be made between SNDB & Vendor.

4.0 MODES OPERANDI

4.1 Process

4.1.1 The programs comprising the Software will be supplied in the object code on a CD (Compact Disc) media provided that such media have been approved by SNDB.

4.1.2 VENDOR will supply one copy of documentation, process flow and system manual forming part of the Software and all documents shall be updated after any new version, update or releases.

4.1.3 On delivery, VENDOR shall install the available modules along with support software on the designated server of SNDB.

4.1.4 After customization and development, run the system in test environment.

4.1.5 Arrange UAT and joint testing with SNDB internal departments.

4.1.6 After completion of above process, Vendor shall live implement of application on site basis.

4.1.7 After successfully implementation of module, installation shall be process according to the mutually agreed schedule.

4.2 SNDB Relationship Officer

In order to design and implement the systems, SNDB shall be required to appoint a liaison officer who shall work with VENDOR designated team by providing the necessary information about SNDB requirements, and facilitate early installation of the Systems at SNDB hardware.

4.3 Time Schedule

4.3.1 VENDOR Software shall be installed at the designated machines within [] days, as stated in Clauses (3.2.1 & 3.2.2)

4.3.2 After the installation phase, SNDB will be provided training for each module, along with user manuals.

4.3.3 Software will be completely implemented and customized by VENDOR, as stated in Clause (3.2.4)

4.3.4 After the complete implementation and customization of the Software, VENDOR shall provide SNDB six-month backup support, as stated in Clause (3.5.4)

4.4 Penalty

The initial system must be provided within 12 weeks of the purchasing order which should care most of the above requirement except integration with core banking system. The whole system integration must be completed in 16 weeks. In case vendor fails to deliver/install the system in live environment within 12 weeks or complete system is not delivered in 16 weeks a penalty of 0.1% of the tender amount will be charged per day and will be deducted at first payment.

In case it is felt during the period of 16 weeks that vendor is not capable of delivering the product and time is being wasted, the contract will be terminated with a notice of one week without any obligation on the part of bank and bid security will be forfeited.

4.5 Payment

Payment will be done on quarterly basis after satisfaction of all concern department of the Bank.

5. OTHER TERMS & CONDITIONS

5.1 Confidentiality

5.1.1 SNDB acknowledges that all information forming part of the Software is confidential (to the extent that it is not and shall not have entered the public domain). SNDB shall reserve the confidentiality of the Software and in particular shall only authorize access to or disclose confidential information relating to the Software to its employees to extent that such access or disclosure is necessary for business requirement of SNDB. Moreover, SNDB shall ensure that reasonable measures shall be taken to ensure that access to the Software is restricted and that it is safeguarded from theft and unauthorized use.

5.1.2 VENDOR hereby undertakes to keep confidential all non-public information (written or oral) and whether commercial, Technical or otherwise relating to the business products and services of SNDB during discussions or the performance of this Agreement which is either marked or should by its nature be understood to be confidential (the "Information").

5.1.3 VENDOR hereby undertakes not to disclose without written consent of SNDB the Information in whole or in part to any other person save those of its employees involved in the implementation of the Project and who have a need to know the same. VENDOR will use the Information solely in connection with the Project and not for its own benefit or any other third party.

5.2 Copyright Indemnity

5.2.1 VENDOR warrants that it has the right to license the Software to SNDB.

5.2.2 VENDOR shall defend at its own cost, any claim by any party against SNDB for infringement of the Copyrights if any in Pakistan or abroad, in the Software supplied by VENDOR (excluding any up-dates not carried out by VENDOR) and shall hold SNDB harmless against any such claims.

5.3 Contingency Planning:

VENDOR ensures that during the course of development, implementation and customization they have adequate understanding of their service provider's contingency plan. They have defined a designated team who are responsible for critical solutions in emergency cases.

5.4 Usage Parameters

5.4.1 In consideration of SNDB paying VENDOR the cost of Software within the terms and condition as set out in paragraph (A3) of the schedule hereto, VENDOR agrees to deliver, install, develop and customize the Software at SNDB Head Office. VENDOR retains the ownership of the Software under the Copyright Act.

5.4.2 VENDOR grants to SNDB and SNDB hereby accepts the non-exclusive, non-transferable, royalty free and intangible right (the "license") to use the Software for processing of its own data for its business purposes. SNDB shall not market nor commercialize the Software by way of sub-licensing or otherwise.

5.4.3 SNDB shall not reverse compile or reverse assemble the object code of the Software in whole or in part and shall not do any other thing to produce Source Code or any other Code that can be read by a programmer except with the prior consent of VENDOR .

5.5 Copies and Successors

5.5.1 SNDB hereby agrees that it shall not copy the Software in the whole or in part except when SNDB may copy such Software as may be necessary for backup purposes. SNDB is only liable to use the Software at its own offices, branches, subsidiaries or successors. No copies of the Software are to be supplied to any third party.

5.5.2 This Agreement shall be binding upon for the benefits of the legal heirs, executors, administrators, and successors-in-interest and permitted assigns. If a party should merge, amalgamate or enter into any voluntary corporate reconstruction, such resulting entity shall be bound by the terms of this Agreement.

5.6 Anti- Money Laundering Requirement:

VENDOR acknowledge that they do not violate any statutory/prudential requirement on anti money laundering or record keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.

5.8 TERMINATION

5.8.1 SNDB shall have the right to terminate this Agreement at any time if VENDOR shall default in the performance of its obligations or noncompliance with any provision of this agreement hereunder and shall fail to remedy such default (if remediable) during the three month period following service of a written notice of default VENDOR.

5.8.2 If issued two (2) warning letter/emails by Sindh Bank Ltd for its unsatisfactory current performance by the Sindh Bank Ltd to the bidder.

5.9 Modifications and Waiver

5.9.1 All changes to the terms and conditions set forth in this document must be in writing and approved by both VENDOR and SNDB; any waiver must be in writing and be signed by the party waiving its rights. -

5.9.2 Any failure or delay by either party on exercising any right or remedy will not constitute a waiver.

5.9.3 This Agreement may be modified only by writing, signed by a duly authorized representative of each party.

5.10 Governing Law Jurisdiction

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan and both the parties i.e. SNDB and [VENDOR], hereby submits to the jurisdiction of the local courts Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement.

5.11 Arbitration

In the event of any difference or dispute arising out of or relating to this Agreement the parties shall attempt in good faith to settle such difference or dispute by mutual discussion within 30 days after the disputing party gives written notice of such difference or dispute to the other party.

1. In the event that such difference or dispute is not resolved by mutual discussions, the same shall be referred to the **Complaint Redressal Committee for Dispute Resolution**.

5.12 The term of this agreement shall be for a period of one year, commencing from the date of signing of this agreement.

5.13 Force Majure

Neither party shall be liable for any failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, shortage of labor or materials, labor disputes, government restrictions, or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected party shall notify the other in writing of such events or circumstances promptly upon their occurrence.

This Agreement shall be binding upon each party to this Agreement, their successors and assigns.

Support Escalation Matrix:

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

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

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

Sindh Bank Limited

Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEXURE "I"**UNDERTAKING/AFFIDAVIT**

To be typed on Rs.50/- Stamp Paper

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

I, _____ S/o _____, Proprietor/Authorized
Representative/Partner/Director of M/s _____, having NTN #
_____, holding CNIC # _____, do hereby state on solemn
affirmation as under:-

1. That the above named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.

That whatever stated above is true and correct as to the best of my knowledge and belief.

City: _____

Dated. _____

DEPONENT

(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before
me, on this _____ day of _____ 201 , who has been identified as per his
CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT