Tender Document

SELECTION OF ADVERTISING AGENCY

PRINT MEDIA
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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 drafting 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 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 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, Sindh Insurance Ltd, Sindh Modaraba, Sindh Leasing & Sindh Microfinance Bank invites proposal from bidders for SELECTION OF ADVERTISING AGENCY - PRINT MEDIA. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto.

Bidders will be selected under procedure described in this tender document in accordance with the Sindh Public Procurement Rules 2010 (Amended 2017) and instructions to bidders ITB given under SPPRA bidding document for national competitive bidding Pakistan – procurement of goods, 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 2017)

This TD includes the following Sections:

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

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

Yours sincerely,

PRODUCT DEVELOPMENT & MEDIA DEPARTMENT-PRINT MEDIA
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 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:

Product Development & Media Department
SINDH BANK LIMITED
HEAD OFFICE
B-2 Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600
Tel: 021-35829394/320
Email: saima.aziz@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

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-a & b)]

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

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

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal 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 1 % of the estimated cost of assignment i.e. one percent of Rs.45 Million in the form of Pay Order/Bank Guarantee/Demand Draft 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 theBidder 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

Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. Envelope shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. [SPPRA Rule 46 (2-a & b)]

2.5.2 Response Time

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

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

- Fewer than three bids have been submitted and SNDB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]

- If the SNDB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

2.5.4 Clarification of Bidding Documents

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

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

2.5.5 Late Bids

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

2.5.6 Withdrawal of Bids

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

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

2.5.7 Cancellation of Bidding Process

1. SNDB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]

2. SNDB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]

3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SNDB shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5.8 Mechanism for Redressal of Grievances

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

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

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)]
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)]

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 with complete address, NTN of the company and CNIC of the complainant.
b) Incriminating evidence in respect of complaint.

2.5.9 Review Committees

A bidder not satisfied with decision of the procuring agency’s complaints redressal committee may lodge an appeal to the Review Committee; provided that he has not withdrawn the bid security, if any, deposited by him. [SPPRA Rule 32 (1)].
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; [SPPRA Rule 32 (5-b)].
(c) Copy of the decision of Procuring Agency / Complaint Redressal Committee. [SPPRA Rule 32 (5-c)].

On receipt of appeal, the Chairperson shall convene a meeting of the Review Committee within seven working days; [SPPRA Rule 32 (6)].

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

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; [SPPRA Rule 32 (10)].

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

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 Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility criteria. [SPPRA Rule 42 (1)] SNDB will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.
2.6.5 Eligibility / Technical & Selection Criteria

Bids will be evaluated on the basis of Quality & Cost based selection method with 70:30% weightage to technical & financial criteria respectively. The firm which will attain the highest combined weightage in technical & financial score shall be selected for the assigned job. In case the total marks of technical & financial evaluation are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.

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<th>Marks Obtained</th>
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<td>1</td>
<td>Years in relevant business experience</td>
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<td>For 10 Years or more</td>
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<td>List of awards received in the last 5 years from Pakistan Advertisers Society (PAS)</td>
<td>20</td>
<td>2 and above</td>
<td>Attach list along with certificate/photographs</td>
<td>Ann “C”</td>
</tr>
<tr>
<td></td>
<td></td>
<td>09</td>
<td>Less than 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Number of Print campaigns run in the last 3 years along with the details (please include sample of works e.g. print ads and newspaper cuttings)</td>
<td>25</td>
<td></td>
<td>Attach copies of letters of confirmation or letters of appreciation by the clients</td>
<td>Ann “D”</td>
</tr>
<tr>
<td>5</td>
<td>Cumulative Turn Over for Last 03 Years (Year wise)</td>
<td>15</td>
<td>300 million &amp; above</td>
<td>Audit Report/ Tax Return</td>
<td>Ann “E”</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10</td>
<td>200 million &amp; above</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>05</td>
<td>100 million &amp; above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Details of affiliates, sister concerns and/or other related offering (if any) for logistical and operational soundness</td>
<td>05</td>
<td></td>
<td>Attach letter of affiliation</td>
<td>Ann “F”</td>
</tr>
<tr>
<td>7</td>
<td>Number of Offices in major cities (Karachi/Lahore/Islamabad)</td>
<td>05</td>
<td>3 and above</td>
<td>Attach list of complete address along with their landline numbers &amp; email address</td>
<td>Ann “G”</td>
</tr>
<tr>
<td></td>
<td></td>
<td>03</td>
<td>2 and above</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Marks</strong></td>
<td><strong>100</strong></td>
<td></td>
<td><strong>Qualified/Disqualified</strong></td>
<td></td>
</tr>
</tbody>
</table>
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.
3. Acquiring of 70% marks of the total score shall make the Bidder qualify in eligibility criteria.

MANDATORY

4. GST/Income Tax Registration/ Copy of Registration Certificate with Sindh Revenue Board
5. Attachment of Affidavit (specimen attached as Annexure “I”) on stamp paper from the owner of the company.
7. 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.
8. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
9. 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.
10. Registration of All Pakistan Newspapers Society (APNS), Pakistan Broadcasters Association (PBA) and Advertising Association of Pakistan (AAP) is mandatory otherwise agencies will be disqualified from the very onset. (Registered letters/Certificates are mandatory and must be enclosed)
11. No suspension with All Pakistan Newspaper Society (APNS) and Pakistan Broadcaster Association (PBA).

DISQUALIFICATION

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

1. On black list of SPPRA and Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
4. Alternate bid is offered.
6. The qualified bidder sublets the contract in any form/stage to any other agency.
7. The tender is deposited without Tender Fee.
8. If during verification process of the cliental list the response by any of the bank is unsatisfactory on account of previous performance.
9. In the past, the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
10. If any agency disqualified in the eligibility / technical criteria, will not be invited for the process of opening of the Financial Proposal.
11. The advertising agency will be disqualified from the very outset, is suspended by All Pakistan Newspaper Society (APNS) and Pakistan Broadcasters Association (PBA) in the last 01 year. (Attached - APNS and PBA certificate for non-suspension)
12. Attached affidavit that the AA has never been blacklisted in any organization.
13. Any false documents submitted by the AA will be blacklisted and disqualified.
2.6.6 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 Award Criteria

SNDB will award the contract to the successful Bidder. Bids will be evaluate on the basis of Quality & Cost based selection method with 70:30% weightage to technical & financial criteria respectively. The firm which will attain the highest combined weightage in technical & financial score shall be selected for the assigned job. In case the total marks of technical & financial evaluation are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation. SNDB’s Right to Accept Any Bid and to reject any or all Bids.

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

SNDB may 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 notification of 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 letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within 7 DAYS of receipt of the notification of award from SNDB, the successful Bidder shall furnish to SNDB the Performance Security equals to 5 % of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SNDB, located in Pakistan. [SPPRA Rule 39 (1)]
Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SNDB may make the award to the next lowest evaluated Bidder or call for new bids.

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

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

2.7.6 General Conditions of Contract

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

2.7.7 Special Conditions of Contract

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

2.7.8 Integrity Pact

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

2.7.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SNDB. [Specimen is attached in Annexure “F”]
3 SCOPE OF WORK / TECHNICAL SPECIFICATION

The Agency selected for print shall provide services, or any of such services as may be required by Sindh Bank Sindh Leasing, Sindh Modaraba, Sindh Insurance and Sindh Microfinance Bank Ltd from time to time.

Contract agreement will be extended/renewed upto 3 years on mutual understanding on same terms and conditions and rates.

a) Prepare advertising media plans on such lines and for such period as may be advised by the Bank, supported by field survey, with updated data showing effectiveness of media penetration.

b) Nominate its representative to co-ordinate with the five Company’s focal person for briefing and finalizing details of assignment.

c) On the advice of the 5 Company’s, prepare and provide media plans and seek approval for executing such plans.

d) Advise the 5 Companies of the latest research and development in the field of media advertisement, publicity trend and latest means of accepted and cost effective communication. As and when required.

e) Present and project strategy, ideas, concept and creativity for communication methodology through mail advertisement, speech writing, publicity and public relation or any other popular mode. As and when required.

f) Arrange designing and printing of material with art work that will include Annual Reports/ Quarterly Reports, also Point of Sales (POS) namely (banners/standees/backdrops/designing of credit /debit cards etc.) (tender notices, expressions of interest, notices of hiring services / job opportunity ads, and procuring goods, office equipment, supplies, spaces etc. and other office procurements.

g) Place advertisements in print (Newspapers/Magazines).

h) Designing of outdoor Bill Boards/ hoardings.

g) Cost of designing for Point of Sales (POS) (Banners, Standees, Backdrops, Flyers/Brochures, Signboards and Designing of Advertising) will be free of cost.
4   FINANCIAL PROPOSAL

PRICE SCHEDULE
(Applicable for the year 2017-18)

Name of Bidder ____________________________________________

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>To be offered in terms of percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agency Commission</td>
<td>*_____%</td>
</tr>
</tbody>
</table>

*This percentage will be taken as final submitted service commission charge 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.
3. No advance payment will be made.
4. Calculation of bid security. 1 % of the estimated cost of assignment i.e. one percent (1%) of Rs.45 Million will be submitted with the financial proposal 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 which will attain the highest combined weightage in technical & financial score shall be selected for the assigned job.
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 (3 working days) on SPPRA website.
7. In case the total marks of technical & financial weightage are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
8. All terms & conditions of the Contract Agreement (Annexure “G”) are part of tender document.
9. 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.

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

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

Dated: ___________
Contract

5.1 Conditions of Contract

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


“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 1% of the estimated cost of assignment i.e. one percent (1%) of Rs.45 Million will be submitted with the financial proposal as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.

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 Advertising Agency. Payment shall be processed on receiving the original invoice of the concerned media house (which is either the TV Chanel or the Newspaper) with the invoice of the advertising agency with inclusive of its service/commission charges. Payment will be made after 60 days.

Steps to be followed

- Request sent by the bank to Advertising Agency (AA) to run a print campaign.
- AA sends Media Plan which has the rates of the Newspaper inclusive of Agency Commission.
- Print campaign run in the newspapers as per the Media Plan.
- Advertising Agency in the next 60 days sends invoice for the payment to the bank.
- Bank after deducting all the taxes makes the Cheque and sends to the Agency. Agency receives Cheque and deducts its agency commission and sends the remaining payment to the newspaper.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.
Annexure “A”

6. BID FORM

FORM OF BID

Tender Reference No……………………………. Dated: __________, 2017

To,

Product Development & Media Department
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 understand that all the Annexures attached hereto form part of this Bid.

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

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

_________________________________________.

If our Bid is accepted, we will obtain the Bank Guarantee/Pay order in a sum equivalent to 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:
We understand that you are not bound to accept the lowest or any Bid you may receive.

Name & Address of Bidder in Block Capital

_______________________
_______________________

Dated this __________ day of ________ 2017

__________________
____________________

[Signature] [In the Capacity of]

Duly authorized to sign Bid for and on behalf of __________________________

Witness;

Signature:________________________

Name: _______________________

Address:-------------------------------------------------------------------------------------
------------------------------------------------------------------------------------------------

Occupation:------------------------------------------------------------------------------------
Annexure “B”

7. BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the SELECTION OF ADVERTISING AGENCY- PRINT MEDIA.

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called “the Bank”), are bound unto Sindh Bank (hereinafter called “the Purchaser”) in the sum of Rupees___________ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ___ 2017

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Sindh Bank during the period of bid validity:

   a. fails or refuses to execute the Contract, if required; or

   b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

[Signature and Seal of the Bank]
Annexure “C”

8. PERFORMANCE SECURITY FORM

To,

Product Development & Media Department
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 _____ 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 of _______ 2017.

Signature and Seal of the Guarantors

Name of Bank

Address

Date
Annexure “D”

9. 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 (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOS) through any corrupt business practice.

Without limiting the generality of the foregoing, [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 GOS, 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 GOS 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 GOS under any law, contract or other instrument, be voidable at the option of GOS.

Notwithstanding any rights and remedies exercised by GOS in this regard, [the Supplier] agrees to indemnify GOS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOS 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 GOS.

For and On Behalf Of

_______________________

Signature: ______________________

Name: ______________________

NIC No: ______________________
Annexure “E”

10. SCHEDULE OF OPENING AND SUBMISSION OF BID

For details refer to Newspaper Advertisement published on the subject matter.
Annexure “F”

11. FORM OF CONTRACT (Non-Disclosure Agreement)

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

4. The Effective Date of this Agreement is ___________________________ 2015.

5. 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.

6. 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.
7. 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.

8. 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.

9. 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.

10. 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”.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: ______________________________________ Date: ______________________________

Date: ______________________________
Annexure “G”

12. CONTRACT AGREEMENT

ADVERTISING AGENCY AGREEMENT

This agreement is made at Karachi on the ________ day of _______ 2017

Sindh Bank Limited, a banking company existing under the laws of Pakistan, having its registered office at 3rd floor, Federation House, Clifton, Karachi (hereinafter called the "Bank" which expression where the context so admits shall include its successors and assigns), of the One Part

And

__________________________

(hereinafter called as the "Agency", which expression were the context so admits shall include its successors and assigns), of the Other Part.

WHEREAS the Bank, carrying on the business of commercial banking through a network of branches throughout the country, desires to appoint the Agency to inter alia render the services of advertising, product promoting, image building, concept writing, brand development, media and creative designing etc. and has approached the Agency for any of the aforesaid services, AND

WHEREAS the Agency is engaged in business of advertising and marketing campaigns on print media for the publication of Corporate, Products and Special Occasion Advertisements in Newspapers or any other form of print and possesses necessary expertise, professional skills and resources, has agreed to provide to the Bank any of the aforesaid services as and when required by the Bank; AND

WHEREAS in consideration of mutual benefits the parties have agreed to enter into this Agreement on the terms and conditions herein contained.

NOW, THEREFORE, the Parties herein agree and covenant as follows:

1- The Bank hereby appoints the Agency as its advertising agent to provide required services for a period herein after mentioned, effective from the date of this Agreement
for an agreed remuneration based on the nature and volume of services and prevailing regulations of APNS and PBA.

2- **Scope of Services:**

The Agency shall provide following services, or any of such services as may be required by the Bank from time to time:

a) - Prepare advertising media plans on such lines and for such periods as may be advised by the Bank, supported by field survey, with up dated data showing effectiveness of media penetration.

b) - Nominate its representative to co-ordinate with Bank’s focal person for briefing and finalizing details of assignment.

c) - On the advice of the Bank, prepare and provide media plans and seek prior approval for executing such plans.

d) - Advise the Bank of the latest research and development in the field of media advertisement, publicity trend and latest means of accepted and cost effective communication.

e) - Present and project strategy, ideas, concept and creativity for communication methodology through mail advertisement, speech writing, publicity and public relation or any other popular mode.

f) - Arrange printing of material with art work and designing for all the Print Ads that will appear in the Newspapers, Magazines, Catalogues, Brochures, printing and designing of Banners, Brochures, take ones and all such Marketing Material and printing and designing of Annual Reports and Quarterly Reports and other such related Bank Reports.

g) - Place advertisements in print media for the publication of Corporate, Products and Special Occasions Advertisements in the Newspapers or any other form of print media.

3- **Approvals and Authorization:**

The Agency shall initiate and execute any of the services agreed hereunder only after written approval of the Bank’s authorized officials. Any task executed by the Agency without proper authorization shall not be recognized by the Bank for payment.
4- **Copyright Ownership:**
All art work, visuals script, dummies, storyboard, materials and ideas developed by the Agency and paid for by the Bank shall remain the property of the Bank and the Bank will be at liberty to use it, as and when required. The Agency will have no objection for such use whether by the Bank itself or through any other agency. It will be ensured that while using any of the materials, ideas or work, any rights of a third party are not infringed.

5- **Confidentiality:**
The parties hereby acknowledge with each other not to disclose without other party’s written consent any confidential information concerning other’s business plans, customers or third party information acquired during the process of interaction pursuant to this agreement. The information shall be kept confidential during and after the currency of this agreement unless such information shall have become public.

6- **Use of Services of Third Party:**
   6.1- In process of execution of any work order of the Bank, the Agency may acquire the services of any third party with prior approval of the Bank. By using third party services, the Agency will assume all responsibilities of accuracy, correctness, confidentiality, punctuality, and standards, to the satisfaction of the Bank.
   6.2- The Agency undertakes to award the contracts to third parties at the most economic and competitive rates. It will monitor the services of the third party and shall indemnify the Bank from any losses, damages and costs that may arise as a result of faults, default or non-performance of the obligations on the part of such third party. The ultimate responsibility in any case will always rest with the Agency.

7- **Payment Terms:**
   7.1- The Bank will be obliged to pay the agreed amount of services rendered based on invoices submitted by the Agency within 60 days. All payments shall be net of deduction of withholding or any other applicable taxes and duties. The Agency may provide tax working for convenience.
   7.2- All payments against the services obtained from third parties shall be made direct to the third party, on the request of and subject to Agencies endorsing the invoice of such third party.
8. **Term and Termination:**
8.1- This agreement shall be deemed to remain in force from _____________ to _____________ and the same will be renewed/extended for another three (3) years on the same terms and conditions. From the date hereof unless terminated earlier, it can be terminated by either party by giving 30 days’ notice to the other party. In which case, the Agency shall return all documents, materials, written and conceptual work in appropriate condition for which the Bank had made the payment. Any payment for unfinished work will be proportionately refunded by the Agency to the Bank. Similarly, any work partly accomplished by the Agency shall be paid for by the Bank.
8.2- The parties hereby agree that despite termination of the agreement for whatsoever reasons, they will abide by the terms of confidentiality and will not divulge the business secrets of each other.
8.3- If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance to the supplier.

9. **Force Majeure:**
9.1- Neither party shall be liable for failing to perform any obligation under this agreement cause by circumstances beyond its reasonable control, the failing party may claim Force Majeure Event. If such default continues for more than 30 days and is not remedied, the party not claiming the Force Majeure may terminate this agreement with immediate effect on giving a written notice and neither party shall be liable to other for termination.

10. **Dispute Resolution & Governing Law:**
All disputes emanated hereunder shall be resolved amicably between the parties. In case, the parties do not reach a settlement, they will submit the matter to a sole arbitrator. The arbitration proceedings shall be conducted at Karachi under Arbitration Act 1940. The award of the arbitrator shall be final and acceptable to the parties. This agreement shall be governed under the laws of Pakistan and the courts at Karachi shall have the jurisdiction to proceed in the matters arising hereunder.

11. **Notices:**
Any notice given under this Agreement shall be in writing and shall be given to the person named herein by personal delivery, postal or courier service.

If to the Bank:
To the President or Chief Operating Officer
At the registered office of the Bank at Karachi.
If to the Agency:
To the Chief Executive or Authorized Officer named herein
At the registered address of the Agency at Karachi

<table>
<thead>
<tr>
<th>Escalation Matrix</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEVEL-1</strong></td>
</tr>
<tr>
<td>Name/Designation (support staff)</td>
</tr>
<tr>
<td>First complain if the call is not resolved &quot;within specified response time&quot; (24 hours)</td>
</tr>
<tr>
<td><strong>LEVEL-2</strong></td>
</tr>
<tr>
<td>Name/Designation (Regional Head/Manager/GM)</td>
</tr>
<tr>
<td>Second complain, if the call is attended within &quot;Specified Response Time&quot; and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)</td>
</tr>
<tr>
<td><strong>LEVEL-3</strong></td>
</tr>
<tr>
<td>Name/Designation (CEO of the firm)</td>
</tr>
<tr>
<td>Third complain, if the call is attended within &quot;Specified Response Time&quot; and not attended / or the problem still unresolved even after complaining at Level-2</td>
</tr>
</tbody>
</table>

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.

Supplier Signature_________________  Customer Signature_________________
Name ___________________________  Name ___________________________
Designation _______________________  Designation _______________________
Company Name ____________________  Company Name Sindh Bank Limited
Address __________________________  Address Federation House, Sindh Bank Ltd. Abdullah Ghazi Road Head Office, Karachi

Stamp  Stamp

Witness:

Signature_________________  Signature_________________
Name ______________________  Name ______________________
Designation __________________  Designation __________________
Company Name Sindh Bank Limited  Address Federation House, Sindh Bank Ltd. Abdullah Ghazi Road Head Office, Karachi
ANNEXURE “I”

13. 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