

Sindh Microfinance Bank Limited

Tender Document for
Supply of Laptops

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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 SMFB.

“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 contractor from participating in any future procurement proceedings.

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

- a. Where a contractor, contractor or consultant provides, or could provide, or could be perceived as Providing biased professional advice to SMFB to obtain an undue benefit for himself or those affiliated with him;
- b. Receiving or giving any remuneration directly or indirectly in connection with the assignment Except as provided in the contract;
- c. Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SMFB under the contract;
- d. Where an official of the SMFB 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 program 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 SMFB to establish prices at artificial, noncompetitive 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 SMFB 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 Prequalification 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;

“SMFB” means the Sindh Microfinance 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;

“Contractor” 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 SMFB’s requirements.

1. INVITATION FOR BIDS (IFB)

Sindh Microfinance Bank Limited (SMFB) invites proposal from reputed vendors for Supply of Laptop Computers in Pakistan through its head office. Details of the specifications of related to supply of goods are given in the scope of work / technical specifications in Section [3] hereto.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010(Amended 2019) issued there under ("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 2019). (SPPRA) which can be found at www.pprasindh.gov.pk/

This TD includes the following Sections:

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

Proposals must be submitted at the below mentioned address;

The Company Secretary

Sindh Microfinance Bank Limited,
39-F, 2nd Floor, M.A.C.H Society,
Karachi-75350
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

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:

The Company Secretary

Sindh Microfinance Bank Limited,
39-F, 2nd Floor, M.A.C.H Society,
Karachi-75350
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

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

- a. SMFB requires that Bidders / Contractors / 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)]
- b. SMFB 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 (Amended 2019), in competing for the contract in question.
- c. 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 Cost of Bidding

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

2.4.2 Language of Bid

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

2.4.3 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)]

2.4.4 Bid Security

The SMFB shall require the bidders to furnish the Earnest Money @ 2% of Bidding cost or in shape of Pay order only favoring Sindh Microfinance Bank Limited, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SMFB reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be enclosed 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 SMFB 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.

The bid security shall be forfeited:

- a. If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- b. In the case of a successful Bidder, if the Bidder fails to;
 - i. Sign the contract in accordance with ITB Section [2.7.4]; or
 - ii. Furnish performance security in accordance with ITB Section [2.7.5].

2.4.5 Bid Validity

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

2.4.6 Bidding Submission

- a. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.
- b. This is the Single Stage - Two Envelope Procedure; Each envelope shall contain separately the FINANCIAL PROPOSAL and the TECHNICAL PROPOSAL. [SPPRA Rule 46 (2)].
- c. The Technical Proposal will enable the procurement Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.
- d. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Procurement Committee will not be responsible for the errors committed in the bids by the bidders.

- e. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.

2.4.7 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 SMFB at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

2.4.8 Extension of Time Period for Submission of Bids

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

- a. Fewer than three bids have been submitted and SMFB 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)]
- b. If the SMFB 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)]

2.4.9 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 SMFB 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. [SPPRA Rule 23 (2)]

2.4.10 Late Bids

Any bid received by SMFB after the deadline for submission of bids prescribed by SMFB 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.

2.4.11 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 SMFB 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 [2.4.7].

2.4.12 Cancellation of Bidding Process

- a. SMFB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
- b. SMFB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
- c. 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)]

- d. SMFB 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)]

2.4.13 Redressal Committee

SMFB 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 SMFB 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, will start its working within the parameters defined in SPPRA Rule 31

SMFB 's Complaint Redressal Committee 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 SMFB as per SPPRA Rule.

SMFB shall award the contract only after the decision of the complaint redressal committee is received. See SPPRA Rule 31.

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. See SPPRA Rule 31

IMPORTANT

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

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

2.5 Opening and Evaluation of Bids

2.5.1 Opening of Bids by SMFB

The opening of bids shall be Single Stage - **Two Envelope Procedure; the bid shall comprise two packages containing ELIGIBILITY CRITERIA (duly filled in all respect) and FINANCIAL PROPOSAL separately**

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, SMFB 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]

2.5.2 Preliminary Examination

SMFB 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.

SMFB 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 SMFB.

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

2.5.3 Discussions Prior to Evaluation

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

2.5.4 Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the NIT and the bidding documents. [SPPRA Rule 42 (1)] SMFB will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not conform to the specified requirements.

Single Stage: Two Envelope Procedure

1. The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
2. The envelopes shall be marked as —FINANCIAL BID and —TECHNICAL BID|| in bold and legible letters to avoid confusion;
3. Initially, only the envelope marked as —TECHNICAL BID|| shall be opened at HEAD OFFICE – SINDH MICROFINANCE BANK LTD on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
4. The envelope marked as —FINANCIAL BID shall be retained in the custody without being opened
5. SMFB shall first establish the Eligibility and then evaluate the technical Bids on item basis conforming the compliance of offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
6. **Preliminary screening**, to (a) eliminate tenders who fail to comply with the basic requirements of the Bidding Document and (b) bidders who do not meet mandatory eligibility requirements;
7. **Detailed evaluation**, to determine whether tenders are substantially responsive to the commercial and technical requirements stated in the bidding document and to eliminate tenders which are not responsive; and
8. **Financial evaluation** to compare the costs of responsive tenders and determine which is the lowest priced tender.

TECHNICAL EVALUATION CRITERIA

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

S. No.	Requisite	Total Marks	Marks Obtained	Remarks	Requirement
1	Years in Business in relevant field	10		10 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter
2	Sales tax Registration is must	5		-	Certificate of Registration
3	Income Tax Registration is must	5		-	Certificate of Registration
4	Offices in minimum 3 major cities. Office in Karachi is mandatory	5		-	Complete address along with PTCL landline numbers
5	Average Yearly Turn Over	5		Turn Over in last 5 Years should be atleast 50 million	Audit Report / Tax Return
6	Product supplied / installed by the manufacturer in 05 countries including Pakistan and at least 5 companies in Pakistan	5		-	Certificates from Manufacturer including Purchase Order
7	Company must provide a valid Manufacturer Authorization Certificate for Sale AND support AND service AND warranty in Pakistan	5			Documentary evidence required
8	The Product Quoted in the bid must be valid product for Pakistan Region.	5		-	Attached Purchase Order
9	Technical evaluation of quoted specifications with tender specification	10		Any additional feature may or may not be treated as an advantage but at the sole discretion of technical evaluation team	Give description on the additional specifications

10	Laptops will be acquired in batches of 10 each and WITHOUT any delay.	5			Laptops should be ex-stock for immediate delivery.
11	Warranty would commence from the date of delivery to SMFB for respective batch	10			One year on-site comprehensive warranty is required for all the equipment delivered. Warranty of laptops will start from the date of delivery.
12	Vendor should have Help Desk System to log complains Monday to saturday	15			
13	Vendor should place required back up inventory/modules/parts at their location to ensure prompt and committed support to customer calls. In case the problem is not resolved within the committed timeframe as per agreement, backup equipment shall be provided.	15			
Total		100			

NOTE:

- Acquiring 70% or above marks in eligibility criteria is necessary
- Offered lowest evaluated financial bid.
 - a. 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.

DISQUALIFICATION

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

- a. On black list of SPPRA & Sindh Microfinance Bank Ltd.
- b. Issued with two (2) warning letters/emails by the Sindh Microfinance Bank Ltd in the past to the bidder for unsatisfactory performances.

- c. Not GST/Income Tax Registered/ Copy of Registration Certificate with Sindh Revenue Board.
- d. Alternate bid is offered.
- e. The tender is deposited without Tender Fee.
- f. After supply, if the specification of supplied items is found different with the items produced in front of committee at the time of technical evaluation.
- g. In the past, the company's agreement has been prematurely been terminated after due qualification in any of the category of the tender.

FINANCIAL PROPOSAL EVALUATION

- a. After evaluation and approval of the technical proposals, the procuring agency shall at a time within the bid proposal validity period, publicly open the financial proposals of only those bidders who are technically responsive for evaluation and comparison;
- b. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).
- c. Financial Proposal evaluation will be conducted under the SPPRA Rules. The Price evaluation will include all duties, taxes and expenses etc.
- d. Officer/official chairing procurement committee shall encircle the rates and total bid price and all the members of PC shall sign each and every page of financial proposal;

2.6 Award of Contract

2.6.1 Award Criteria

Subject to ITB Section [2.7.2], SMFB 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.

2.6.2 SMFB's Right to Accept Any Bid and to reject any or all Bids

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

2.6.3 Notification of Award

Prior to the expiration of the period of bid validity, SMFB 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], SMFB will promptly notify each unsuccessful Bidder and will discharge bid security, pursuant to ITB Section [2.4.7].

2.6.4 Signing of Contract

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

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

2.6.5 Performance Security

Within 20 DAYS of receipt of the notification of award from SMFB, the successful Bidder shall furnish to SMFB 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 or bank guarantee issued by a reputable commercial bank, acceptable to SMFB, 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 SMFB may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure “B” 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 SMFB and returned to the Contractor not later than thirty (30) days following the date of successful completion of the Contractor’s performance obligation under the Contract.

2.6.6 General Conditions of Contract

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

2.6.7 Special Conditions of Contract

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

2.6.8 Integrity Pact

The successful bidder shall upon the award of the contract execute an Integrity Pact with SMFB. [SPPRA Rule 89]

2.6.9 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SMFB.

3 SCOPE OF WORK / TECHNICAL PROPOSAL

Please provide separated financial and technical proposals for the following scope:

	Laptop Computers	QTY
Specification	HP/DELL/LENOVO or Equivalent	
Processors	Intel® Core™ i3 or higher	25
Chipset	Intel	
Memory	4GB DDR4 2400 Mhz	
Hard Disk Drive	1TB SATA	
Networking	10/100/1000 Ethernet	
Audio	Intergraded Audio	
Optical Drive	DVD RW Drive	
Battery	AC Adapter, 2-cell Li-Polymer	
Power	AC Adapter supported with Pakistan's environment	
Multimedia	Integrated High Quality Speakers and digital array microphone, Universal Headphone Jack, Integrated HD video webcam	
Ports	SD Memory card reader, 2 or more USB 3.0, HDMI, Type-C Network connector (RJ-45), Lock slot, Wifi, Bluetooth (optional), Camera, VGA,	
Display	15.6" HD Full HD LED IPS Display	
Pointing Device	One piece Touchpad with Multi-touch	
Keyboard	6 Rows, multimedia function keys, numeric keypad, spill resistant	
Carrying Case	Backpack original branded	
Warranty	1-YEARS On site and Local Comprehensive Warranty Backed by Principal Manufacturer Including Parts and Labour. Warranty would commence from the date of delivery to SMFB for respective batch	
Delivery	Immediate delivery. Laptop Computers, as required in batches will be delivered at the premise of Sindh Microfinance Bank Limited, Head Office, located at 39/F, 2 nd floor, M.A.C.H. Society.	

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

Supply of Laptop Computers

Name of Bidder _____

S. No.	Description	Quantity	Per Unit Amount (Inclusive of all taxes)	Total Amount (Inclusive of all taxes)
1		25		

- 2 % bid security is to be submitted with tender document in the shape of pay order favoring Sindh Microfinance Bank Limited.
- 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
- The cost must include all taxes, stamp duties (as applicable under Stamp Act 1989) duly stamped on the contract agreement, material & labor charges.
- Registration for Income Tax, FBR for Sales Tax on supplies & Provincial Tax Authority for services is mandatory.

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

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

Dated: _____

5 Contract

Definitions

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

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

“Procuring Agency” or “PA” means SMFB 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 General Conditions of Contract

5.1.1 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.

5.1.2 Notice

- a. 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.
- b. 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.

5.1.3 Authorized Representative

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

5.1.4 Taxes and Duties

The Contractor, Sub-Contractors, 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.

5.1.5 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.

5.1.6 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.11 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.1.7 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.

5.1.8 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 No Breach of Contract

The failure of a Party to fulfill 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.

5.1.10 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.

5.1.11 Termination

a. Termination by SMFB

The SMFB may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (v) of this Clause GC 5.1.11.a. In such an occurrence the SMFB shall give a not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (v).

- i. If the Contractor 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 SMFB may have subsequently approved in writing;
- ii. If the Contractor becomes insolvent or bankrupt;
- iii. If the Contractor, in the judgment of the SMFB has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- iv. If, as the result of Force Majeure, the Contractor(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- v. If the SMFB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

b. Termination by the Contractor

The Contractors may terminate this Contract, by not less than thirty (30) days' written notice to the SMFB, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause GC 5.1.11.a

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

5.1.12 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.1.11, the SMFB shall make the following payments to the Contractor:

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

5.1.13 Good Faith

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

5.1.14 Settlement of Disputes

a. Amicable Settlement

- i. 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.

b. Arbitration

- ii. If the SMFB and the Contractor 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.

5.1.15 Obligations of the Contractor

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

a. Conflict of Interest

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

b. Confidentiality and Non-Disclosure

Except with the prior written consent of the SMFB, the Contractor 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 Contractor 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 Contractor under this Contract shall be made in accordance with the payment schedule as shall be agreed between SMFB and the Contractor.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

ANNEXURES

Annexure “A”

Check List

The bidder must attach this list along with the Bid

1.1. Packing of the Bid

S#	Description	YES/NO
1	Whether the Bid is submitted in Two Envelopes	
2	Technical Proposal <i>Envelope A</i>	
3	Financial Proposal <i>Envelope B</i>	
4	Whether both Technical and Financial Proposals are put into another Outer Envelope .	

1.2. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		Attached YES/NO
1	Covering Letter (Annexure B)	
2	Letter of Incorporation/Company Registration letter	
3	Income Tax Registration Certificate	
4	Sales Tax Registration Certificate	
5	Office address along with PTCL landline numbers	
6	Audited Reports / Tax Returns – Last 3 years	
7	Certificate from manufacturer including purchase order	
8	Authorization Certificate for Sale AND support AND service AND warranty in Pakistan	
9	Purchase order	
10	Affidavit/Undertaking on the Stamp Paper (Annexure-D)	
Envelope B : Enclosures of Financial Proposal		Attached YES/No
1	Financial Proposal Covering Letter (Annexure-E)	
2	Price Schedule Form duly filled, signed and stamped by the bidder	
3	Bid Security	

Annexure-B

1. Covering Letter

The Company Secretary

Sindh Microfinance Bank Limited,
39-F, 2nd Floor, M.A.C.H Society,
Karachi-75350
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

Dear Sir,

We are hereby submitting our Proposal in one envelope. We have attached the required documents that includes Detailed Specifications and supporting's along with our Bid.

Name ,Designation and Full Address

Annexure “C” Integrity Pack

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 “D” Undertaking / Affidavit

To be typed on Rs.50/- Stamp Paper

AFFIDAVIT / DECLARATION

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

- a. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
- b. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
- c. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
- d. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
- e. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
- f. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids
- g. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan
- h. That the firm/company has not been compounded with its creditors
- i. That 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. _____

Name, Signature, Stamp and Address of the bidder

Annexure- E

Financial Proposal Covering Letter

(to be attached with Financial Proposal)

The Company Secretary

Sindh Microfinance Bank Limited,

39-F, 2nd Floor, M.A.C.H Society,

Karachi-75350

Office Telephone (92-21) 34168125 Fax: (92-21)34168126

With Reference to your Tender No. _____ for (title of the Tender). Please find attached our Financial Proposal for the sum of Rs. (insert amount in words and figures)_. This amount is inclusive of all taxes.

We have attached the Bid Security of amount Rs. (insert amount in words and figures) having C-No. Along with our Financial Bid.

Yours sincerely,

Authorized Signature

Annexure-F

BID Security Form

BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [SMFB] of [name of country], having our registered office at [Sind Microfinance Bank Ltd] (hereinafter called "the company"), are bound unto SMFB (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 ____ 2019.

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 SMFB 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 SMFB]

Annexure“G” - Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Microfinance 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:

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

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - Make copies of documents containing Confidential Information.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - Was known to the Recipient before receipt from the Discloser;
 - Is or becomes publicly available through no fault of the Recipient;
 - Is independently developed by the Recipient without a breach of this Agreement;
 - Is disclosed by the Recipient with the Discloser's prior written approval; or
 - Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
7. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "ASIS".
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 Microfinance Bank Limited

Company Name:

Registered Address:

Registered Address:

*Name:*_____

*Name:*_____

*Signature:*_____

*Signature:*_____

*Title:*_____

*Title:*_____

*Date:*_____

*Date:*_____

Annexure “H” Performance Security Form

PERFORMANCE SECURITY FORM

To,

The Company Secretary

Sindh Microfinance Bank Limited, 39-F, 2nd
Floor, M.A.C.H Society, Karachi-75350 Office
Telephone (92-21) 34168125 Fax: (92-
21)34168126

WHEREAS [name of Contractor] (hereinafter called “Contractor” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 2019 to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor / 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 Contractor / 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 Contractor / 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 _____ 2019.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Annexure “I” Agreement

THIS AGREEMENT is entered into at Karachi
on this the _____ day of _____, 2019

BETWEEN

M/S. _____, having its principal place of business at

(hereinafter referred to as “Vendor”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

SINDH MICROFINANCE BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 2nd Floor, 39 F, MACHS, Karachi-75600, Pakistan. (Hereinafter referred to as “THE BANK”, which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

“SMFB” intends to acquire the purchase the Goods” Supply of Laptop for its Head Office Karachi, upcoming branches and vendor agrees to provide the Goods to the bank as per Price Schedule mentioned in Financial Proposal which is attached herewith with total sum Amounting _____

NOWHEREFORE, in consideration of the mutual covenants of the Parties, it is agreed as follows:

Detail of Equipment is as follows.

S.No	Product	Quantity	Unit Price PKR	Total Price (PKR)
1	Laptop Computers			

Terms & Conditions:

1. The vendor will provide the performance security in the form acceptable to the Bank. for the _____ of the order value for the period of one year from the date of Submission of performance security . In case Vendor does not fulfil its commitments the bank reserves the right to enforce the performance security. All terms & conditions of the tender document are part of Agreement
2. The vendor shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Bank within 2 weeks from the date of receipt of Purchase Order.
3. The bank will have the option to enforce the performance bond on happening of any one or all the following events.
 - a. If the vendor fails to deliver the Goods as per agreed Schedule.
 - b. If the vendor fails to get the Goods inspected by the Technical Committee.
 - c. If the Goods supplied by the vendor fails to perform as per Banks requirement.

In addition the Bank will have the option to cancel the order and offer the same to the next lowest bidder.

4. The Vendor is obliged and bound to replace any or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.
5. The warranty for Laptop is one year from the date of delivery. Warranty would commence from the date of delivery to SMFB for respective batch.
6. The warranty will be effective while the Goods remain in the premises of the Bank and the Bank will not be responsible to send the equipment to the vendor site. In case however if any portion of equipment required to be shifted to vendor's site, vendor will provide equivalent backup during the warranty period.
7. Vendor agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the equipment during the warranty period. In case the effected part is not available, then the vendor will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Bank. The vendor will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance, Software Updates & Patches & Support.
8. The vendor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
9. The Bank reserves the right to Test/Check the equipment to ensure that it is provided as per specification in the tender document. For any discrepancies, the Bank reserves the right to forfeit full security deposit/ cancel the order for the supply and bring the vendor on black list of the Bank forever. The decision of the Bank shall be final and binding upon the vendor.
10. In the event of the default on the part of the vendor, in the performance of any condition of the contract and if such default is not remedied within 3 days it shall be lawful for the Bank to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with vendor and the decision of the the Bank will be the final and legally binding on the vendor.
11. Proportionate payments against supply of equipment will be made within Thirty days from the equipment delivery date.
13. Delivery will be made by the vendor at Head office of the Bank.
14. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged.
15. The term of this agreement shall be for a period of one year, commencing from the date of signing of this agreement.

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

Termination of Agreement by the Bank:

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

Sindh Microfinance Bank Limited

Registered Address:

39/F, 2nd Floor, MACHS, Karachi-Pakistan

Name: _____

Signature: _____

Title: _____

Date: _____

Witness:

Name: _____

Signature: _____

Title: _____

Date: _____

Mushko Electronics (Pvt) Ltd

Registered Address:

Victoria Chambers, Abdullah Haroon Rd,
Saddar Town, Karachi, Sindh, Pakistan

Name: _____

Signature: _____

Title: _____

Date: _____

Witness:

Name: _____

Signature: _____

Title: _____

Date: _____