

Sindh Microfinance Bank Ltd

Tender Document

Provision of Internet Services

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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.

“Bidding Documents” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner / the documents notified by the Authority for preparation of bids in uniform manner.

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

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

“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 SMFB 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 SMFB under the contract;
- (iv) 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 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 SMFB 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;

“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 / a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost.

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

“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 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;

“SMFB” means the Sindh Microfinance Bank Ltd;

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

“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 SMFB’s requirements.

1 INVITATION FOR BIDS (IFB)

Sindh Microfinance Bank Ltd (SMFB) invites proposal from internet services providers to Sindh Microfinance Bank Ltd and its business units. Detail of the specifications of related services to be provided 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, 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.

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 at the below mentioned address;

Yours sincerely,

The Company Secretary / Manager, Finance
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)

2.1 Correspondence Address

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

The Company Secretary / Manager, Finance
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. r SPPRA Rule 29]

2.3 Corrupt Practice

1. SMFB 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. 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, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

2.4 Preparation of Bids

2.4.1 Bidding Process

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

2.4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SMFB 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 SMFB must be written in English. SPPRA Rule 6 (1)1

2.4.4 Technical Proposal

Bidders are required to submit the Technical Proposal alongwith the specifications asked in the section- scope of work with brief description of the bidder's organization outlining their recent experience, professional staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan and organization, including workable suggestions that could improve the quality and effectiveness of the assignment. The Technical proposal shall be duly signed by the authorized representative of the Bidder not including any financial information otherwise it will be declared as non responsive.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs inclusive taxes associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by SMFB.

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)1

2.4.7 Bid Security

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

The bid security shall be forfeited:

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

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

2.4.8 Bid Validity

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

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

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

Technical Proposal may be submitted in duplicate (one original and one copy). In case any conflict, the original bid will be considered as final.

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 SMFB 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

SMFB 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 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)]
- 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)]

2.5.4 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 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)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 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)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 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 [2.4.8].

2.5.7 Cancellation of Bidding Process

1. SMFB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; SPPRA Rule 25 (1)1
2. SMFB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); SPPRA Rule 25 (2)1
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)1
4. 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)1

2.5.8 Mechanism for Redressal of Grievances

SMFB has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. SPPRA Rule 31 (1)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)1 / Any bidder being aggrieved by any act or decision of the SMFB after the issuance of notice inviting tender may lodge a written complaint.

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; SPPRA Rule 31(4)1

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

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

SMFB 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. [SPPRA Rule 31(5)]

SMFB 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 not warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]. Provided that in case of failure of the complaint Redressal Committee to decide the complaint; SMFB shall not award the contract.

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

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

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

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

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

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

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

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

1. propose rejection of the complaint, stating its reasons; [SPPRA Rule 31(13-a)]

2. state the rules or principles that govern the subject matter of the complaint; [SPPRA Rule 31(13-b)]
3. point out the infirmities and breach of rules and regulations by the procuring agencies; [SPPRA Rule 31(13-0)]
4. suggest annulment in whole or in part of a non-compliant act or decision of a SMFB, other than any act or decision bringing the procurement contract into force; [SPPRA Rule 31(13-d)]
5. if the SMFB is in breach of its obligations under the Act, Rules or Regulations, suggest the payment of compensation by the officer(s) responsible for mis-procurement for cost incurred by the bidder on preparation of bid, including the cost of the complaint registration fee paid by the complainant; [SPPRA Rule 31(13-e)]or
6. Recommends that the procurement proceedings may be terminated, in case the procurement contract has not been signed. [SPPRA Rule 31(13-f)]

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

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

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.**

2.5.9 Review Committee

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 SMFB shall not be subject to the appeal or review: [SPPRA Rule 33]

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

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by SMFB

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; provided, SMFB may at its discretion, ask a Bidder for clarifications needed to evaluate the bids but shall not permit any bidder to change the substance or price of the bid. Any request for clarification in the bid made by the SMFB, shall invariably be in writing. The response to such request shall also be in writing. [SPPRA Rule 43]

2.6.3 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.

2.6.4 Supplier Evaluation Criteria

All bids shall be evaluated in accordance with the evaluation criteria. 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.

2.6.5 Eligibility Criteria

SMFB shall evaluate Technical Proposals using the following eligibility/technical criteria.

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
			Yes	No
1	Bidder must have already deployed Data Connectivity links at more than 20 cities all over Pakistan for banks only.	(Attach purchase order as documentary proof as Annexure-1)	Yes	No
2	Bidder must have provided required connectivity to at least 5 Banks.	(Attach Purchase Order as documentary proof as Annexure-2)	Yes	No
3	The Bidder should have Verifiable Presence/Support/Branch offices in all over Pakistan.	(Attach Location Details as documentary proof as Annexure-3)	Yes	No
4	The Bidder must be in Data Connectivity Services Business for at least 05 Years.	(Attach documentary proof as Annexure-4)	Yes	No
5	Provided media should be PTA approved	(Attach Purchase order as documentary proof as Annexure-5)	Yes	No
6	Company must have turnover of at least Rs.50-Million per year for Last 3-Years.	(Attach audited financial statement for last 3 years as Annexure-6)	Yes	No
7	Bidder should have its own service medium and not relying on any other 3rd party or partner	(Attach Nationwide network connectivity diagram as proof as Annexure-7)	Yes	No
Qualified / Disqualified				

Note

1. SMFB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
2. Company will be considered disqualified if specification for provision of Internet services does not meet the specification given in the tender document.
3. If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-8).
4. Bidder must provide valid CVALS (Class Value Added Licensed Services) or relevant data services license from P.T.A. (Attach PTA Certificate as documentary proof as Annexure-9)

5. Bank reserves the right to verify all or any document at any time. In case any fake documents are found at any stage, the company will be disqualified as per SPPRA Rule 30(1) and may be subject to legal proceedings.
6. Attachment of GST & Sindh Revenue Board (SBR) certificate are mandatory at the time of submission of tender document. In case of non-provision of evidence, the company will be straight away disqualified.

MANDATORY

1. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
2. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is just or the bank will not be responsible if the documents are not received by the Procurement Committee on time

DISQUALIFICATION

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

1. On black list of SPPRA & Sindh Microfinance Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Microfinance Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Alternate bid is offered.
4. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
5. The qualified bidder sublets the contract in any form/stage to any other agency.
6. The tender is deposited without Tender Fee.
7. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance

2.6.6 Discussions Prior to Evaluation

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

2.7 Award of Contract

2.7.1 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.

2.7.2 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).

2.7.3 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 his/her bid security, pursuant to ITB Section [2.4.7].

2.7.5 Performance Security

Within 7 DAYS of receipt of the Letter of Acceptance from SMFB, the successful Bidder shall furnish to SMFB 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 SMFB, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SMFB 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 SMFB 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.

2.7.5 Signing of Contract

Within 10 Days from the date of Letter of Acceptance, 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 favour of such person.

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

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 SMFB. *[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 SMFB. *[Specimen is attached in Annexure "F"]*

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Microfinance Bank Ltd (SMFB) requires Supply and Installation of Primary Communications links in its 7 countrywide branches (List of Branches/Locations attached as Annexure "H"), details are as follows:

Technical Requirement	
Requirement of Internet Services	
1	Connectivity Required For 7 Branches/Sites: (List Attached as Annexure H)
1.1	<p>Dedicated 5 Mbps CIR Bandwidth with following specification</p> <p>a) Connection of 5 Mbps on Fast Ethernet Interface with minimum 6 useable Static Public IP Address (/29 CIDR pool) Head Office Karachi.</p> <p>1 Mbps Internet over Fiber for 7 Locations.</p> <p>Connectivity to create Virtual Private Network (VPN) over physical connectivity.</p> <p>Bidder should quote for all the 8 branches/sites however bidder quoting less than 8 branches/sites will not be considered and disqualified from the very outset.</p> <p>Ethernet interfaces should be provided at both side's i.e. branches and aggregation side.</p>
1.2	<p>Appropriate links on metro fiber for Aggregation Sites shall be provided at SMFB Office Karachi.</p> <p>Aggregation cost must be covered with branch link i.e. no separate charges will be paid for Aggregation.</p> <p>Addresses for Aggregation.</p> <p>Aggregation Site:</p> <p>MACHS: 39-F, 1st Floor, Muhammad Ali Cooperative Housing Society, Karachi.</p>
1.3	<p>Standard sealed cabling with all the accessories (UPVC piping) should be used at branch and aggregation ends to terminate the link within the branch building/premises.</p> <p>Service provider will be responsible for the transportation, boarding & lodging of its engineering/support team at all sites without any additional cost to SMFB.</p> <p>Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan.</p>

1.4	<p>Bidder should have its own MPLS or equivalent Network at core connectivity i.e. IP based connectivity on SMFB branches and SMFB Aggregation Sites.</p> <p>Link must have the capability of data bandwidth up gradation for future expansion requirements.</p> <p>In case branch shifted from temporary to permanent location within city. Vendor will responsible to move the link on permanent location without any additional cost to bank.</p>
1.5	<p>The proposed solution must comply with PTA regulations for IT Infrastructure Security for all types of processes. The bidder should have all necessary licenses from PTA for data communications.</p>

Note:

In order to qualify, all Technical requirements as mentioned above must be met. Fail to qualify a single requirement will result disqualification.

Any miss-commitment may lead to disqualify even after the award of contract and onus will lie on the bidder.

In case of service provider has failed to provide the required service to the desired standards SMFB has the right to cancel the services on one month notice period and arrange the required services from other service provider.

99.9% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:

Equal or more than 6 hours and less than 12 hours	= Rs. 1000 deducted
=	= Rs. 2000 deducted
Equal or more than 12 hours and less than 18 hours	= Rs. 4000 deducted
Equal or more than 18 hours and less than 24 hours	= 10,000 deducted
Equal or more than 24 hours and less than 48 hours	
Per day Rs. 10,000 will be deducted after 48 hours	

- Formula for selecting lowest Financial Bid Value:

$$\text{Bid Value} = \frac{\text{One Time Cost} + (12 \times \text{Monthly Recurring Charges})}{\text{No of Branches}}$$

OTC = One Time Cost

MRC = Monthly Recurring Charges

Contract agreement is extendable / renewable upto 3 years only on mutual understanding on same terms & conditions and rates.

FINANCIAL PROPOSAL
PRICE SCHEDULE

Name of Bidder

S#	Code	Branches/Locations	Media	Internet Services One Time Cost "A"	Internet Services Monthly Re curring Charges "B"
1	0001	Karachi			
2	0043	Gharo			
3	0015	Korangi			
4	0041	Sujawal			
5	0042	Thatta			
6	0043	Shahlatif			
7	0021	Tando Allahyar			
Sub Total					
Grand Total					

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

Note:

- **The cost must include all taxes, installation, labor including delivery charges upto Sindh Microfinance Bank Ltd branches on countrywide basis.**
- No advance payment for provision Internet Services will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
- The bank has the right to exclude any branch from the financial bid due to extra high cost or any other reason.
- Calculation of Bid Security. The mechanism for calculation of bid security will be as follows:
1% of the Grand Total (A+B) which is required to be submitted as bid security in shape of pay order/bank guarantee in the name of Sindh Microfinance Bank Ltd.
- The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in Disqualification. If any damages occurred while delivery of requisite, no charges will be paid by the Bank

Signature & Stamp of Bidder

5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“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.

5.1.2 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 SMFB 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 5.1.7 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 SMFB

The SMFB 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 SMFB 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 SMFB may have subsequently approved in writing;
- b. If the Supplier becomes insolvent or bankrupt;
- c. If the Supplier, in the judgment of the SMFB has engaged in corrupt 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 SMFB, 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 SMFB, 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 SMFB 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 SMFB 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) 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 SMFB 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 SMFB. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SMFB 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 SMFB, and shall at all times support and safeguard the SMFB legitimate interests in any dealings with Sub-Suppliers or third Parties.

5.1.14.1 Conflict of Interest

The Supplier 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.

5.1.14.2 Confidentiality

Except with the prior written consent of the SMFB, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the

course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2 Special Conditions of Contract

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

5.2.1 Performance Security

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

5.2.2 Payment

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

- a. All advance payment (if any) will be made against valid bank guarantee(s).
- b. SMFB will effect payment within 30 days on satisfactory delivery of services, upon submitting the invoice under above conditions.

5.2.3 Price

Schedule of prices shall be as fixed in the Contract.

6. BID FORM

Annexure "A"

Dated:

To,

The Company
Secretary / Manager,
Finance

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

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

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

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

If our Bid is accepted, we will obtain the Bank Guarantee/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 SMFB.

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

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

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

**Name & Address of
Agent**

**Amount and
Currency**

(If none, State none)

Dated this _____ day of _____ 2019.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of

Annexure “B”

7. BID SECURITY FORM

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

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 Microfinance 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
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 Sindh Microfinance Bank Ltd 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,

The Company Secretary / Manager, Finance
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 Supplier] (hereinafter called “Supplier” or “Contractor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2013 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 bidding 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 _____ 2019.

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

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

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

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

For and On Behalf Of

Signature

: Name:

NIC No:

Annexure “E”

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

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

1. The Effective Date of this Agreement is _____ 2014.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - Trade secrets;
 - Financial information, including pricing;
 - Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - Business information, including operations, planning, marketing interests, and products;
 - The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - Information acquired during any facilities tours.
3. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - Any use of Confidential Information in violation of this agreement; and/or

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

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

Name:

*Sindh
Microfi
Bank Lt
Registr* 

Company Name:

Signature:

Registered Address:

Title: ---

Date: ---

Name _____

:

Signat _____

Title: _____

Date: _____

12. CONTRACT AGREEMENT

Annexure'G"

CONTRACT

This Agreement is made on this ____ day of _____ 2019 ('Effective Date'),

Between

Sindh Microfinance Bank Ltd having its head office at 39/F, MACHS Karachi, (hereinafter referred to as the '**Bank**' / '**Purchaser**' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the one part;

And

_____ having its Registered office at _____ (hereinafter called the '**Vendor**' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the other part.

(The Purchaser / Bank and the Vendor shall hereinafter also be referred to individually as a "Party" and collectively as "Parties").

WHEREAS the Vendor is the Supplier/Service Provider of Internet Services, data connectivity services etc.

AND WHEREAS, the Bank is desirous of procuring services from the Vendor which will enable the Bank to establish data connectivity between its branches and the Head Office ('Services').

AND WHEREAS, to provide the Services, the Vendor shall install / commission the Fiber Optics /ISM Radio Communication Links as detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of the One Time Cost=Rs _____ ('OTC') to be made by the Bank against the installation and commissioning of the Links and the Monthly Recurring Charges = Rs _____ ('MRC') against the provisioning of Services.

Detail of Links is as follows.

S#	Code	Branches/Locations	Internet Services One Time Cost "A"	Internet Services Monthly Recurring Charges "B"
1	0001	Karachi		
2	0043	Gharo		
3	0015	Korangi		
4	0041	Sujawal		
5	0042	Thatta		
6	0043	Shahlatif		
7	0021	Tando Allahyar		

Sub Total			
Grand Total (A+B)			

Terms & Conditions:

The Vendor shall establish Internet connectivity between the branches of the Purchaser and its Head Office or any given site /location through L3 VPNs over the Vendor's by installing and commissioning of Links at the sites specified hereinabove ('Sites').

1. All _____ Links must be installed and handed over within 20 days after the order of installation in Pakistan. The Purchaser shall impose a fine of Rs. 500/- per day in case of failure to deploy the Links at the Un-Installed Sites within 5 days of the Delivery Timelines with respect to such Sites and Rs, 1000/- per day will be charged in case of failure of deploy the Links at the Un-Installed Sites within 15 days of the Delivery Timelines upto maximum of Rs100,000/- per branch. Vendor will be issued a certificate of delivery /satisfaction by the purchaser which shall evidence that data connectivity at Un-Installed sites has been establish with other sites .
2. The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installation, software, labour including delivery charges upto the Sites on a countrywide basis.
3. Within thirty (30) days, the Purchaser shall pay the Vendor agreed One Time Costs(OTC)and Monthly Recurring Charges (MRC) mentioned in Vendor proposal with respect to the Links successfully deployed at _____ Installed Sites. The Vendor shall raise an invoice with respect to the aforementioned OTCand MRC as soon as reasonably possible, however failure by the Vendor to submit a timely invoice shall not affect the Purchasers obligation to make the payment within the reasonable time subject to vendor raising the invoice even at a later date.
4. In consideration of the Services being provisioned by the Vendor, the Purchaser shall be liable pay the Vendor as per attached list which is already mentioned in Vendor proposal as Monthly Recurring Charges ('MRC'). The accrued Monthly Recurring Charges with respect to the period starting from the 1st link installation /provisioning till the Effective Date shall be payable within 30 days.
5. Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis. Effective from when circuits gets commissioned in 2016, the aggregate Monthly Recurring Charges for the relevant quarter ('Aggregate Quarterly Charges') shall be payable within 30 days from the commencement of the quarter. The Vendor shall raise an invoice with respect to the aforementioned Aggregate Quarterly Charges as soon as reasonably possible, .
6. All the payment due hereunder shall be effected either through wire transfer to the bank account designated by the Vendor or through pay order in favour of the Vendor.

7. One resident engineer shall be dedicated to the bank to resolve the day by day support issues and deployment of the project without any additional cost to the bank.
8. The Bank would refund the bid security valuing Rs. /- submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
9. Vendor must provide min 98 % link availability with the following clauses of down time in terms of the SLA
 - = Rs. 1000 deducted
 - Equal or more than 6 hours and less than 12 hours = Rs. 2000 deducted
 - = Rs. 4000 deducted
 - Equal or more than 12 hours and less than 18 hours = 10,000 deducted
 - Equal or more than 18 hours and less than 24 hours
 - Equal or more than 24 hours and less than 48 hours
 - Per day Rs. 10,000 will be deducted after 48 hours
10. The Vendor will provide the Bank with a performance security in the form acceptable to the Bank for an amount equivalent to 5% of the total contract price. The Bank shall release the performance security after 6 months from effective date of contract.
11. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to a sole arbitrator to be mutually agreed by the Parties. The award of the arbitrator shall be binding and final. The arbitration proceedings will be conducted in Islamabad and under the Arbitration Act 1940 (as amended) and arbitration shall be condition precedent to any step in the legal proceedings.
13. Neither Party will be liable to the other for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable. Notwithstanding anything herein, the maximum limit of the Vendor's liability arising out of or related to this Contract, including without limitation liability for negligence, will not exceed the penalties / LD envisaged in the contract.

13.1 The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 12. In such an occurrence the Purchaser shall give not less than thirty days' written notice of termination to the Vendor:

- a. If the Vendor does not remedy the failure in the performance of their material obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
- b. If the Vendor becomes insolvent or bankrupt;
- c. If the Vendor, based on evidence gathered by the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and
- d. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty consecutive (30) days;

13.2 The Vendor may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause :

- a. If the Purchaser fails to pay any money/amount due to the Vendor pursuant to this Contract within the specified time;
- b. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

Upon termination (or expiry) of the Contract, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Links and parts thereof and the Purchaser shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into the Purchaser's premises for the purpose of de-commissioning and retrieving the Links. Furthermore, immediately upon the execution of the Contract, the Purchaser shall pay the Vendor the One Time Set-Up Charges and / or Monthly Recurring Charges applicable till the date of termination or expiry of the Contract.

- 13.3 For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Contract, shall not be a breach of this Contract, if such failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, satellite outage or malfunction, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, war, civil disorder, epidemics, quarantines, embargoes, act of terrorism, judicial act, governmental or semi-governmental act. This list is non-exhaustive.
- 13 If any provision of this Contract is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Contract shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions.
- 14 The term of this Agreement shall be for a period of one year, which may be extendable up to 3 years commencing from the date at which the first Link is installed by the Vendor.
- 15 The Purchaser acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Links or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vendor has a contractual arrangement) or the Vendor (as the case maybe) and the Purchaser shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.
- 16 No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.
- 17 Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to the Purchaser due to any reasons attributable to the Purchaser and/or the third parties or due to any reason which may include Force Majeure or otherwise.
- 18 The Vendor will not assign this Contract to any party without the consent of the Purchaser provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Contract.

- 19 Either Party may specifically waive any breach of this Contract by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Contract, in which event the breaching Party shall comply as directed from such time forward.
- 20 Any notice, request, statement, intimation, reference or other communication provided for in this Contract shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.

PTCL

Sindh Microfinance Bank Ltd

Attn:

Attn:

All notices shall only be effective on receipt.

- 21 Notwithstanding anything contained herein, in the event of any conflict between the Contract and the Tender document, the Contract shall take precedence.

Termination of AgreeQment 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.

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

Signature_____

Signature _____

Name _____

Name _____

Designation____

Designation __

Company Name

Company Name

Address

Stamp

Address

Stamp

Witness:

Signature

Name

Designation

Address

Witness:

Signature

Name

Designation

Address

Witness:

Signature

Name

Designation

Address

Witness:

Signature

Name

Designation

Address

13. LIST OF BRANCHES

Annexure'H''

S.no	Br. Code	Branches	Addresses	Person	Number
1	0001	Karachi	39/F MACHS Karachi (Aggregation)	Rehan	3000772979
2	0043	Gharo	PLOT NO.NILL,NEW ABADI,NEAR TECHNICAL COLLEGE,GHARO	Rameez Raja	3000772971
3	0015	Korangi	HOUSE NO.13,SECTOR-35-D,KORANGI NO.5,GROUND FLOOR,HOLY PORTION,KARACHI	Muhammad Waseem	3000772968
4	0041	Sujawal	MIRBAHAR MUHALLAH, WARD NO.5, NEAR QASMI MADRESSAH, SUJAWAL, DISTRICT SUJAWAL	Rizwan Ali	3000772974
5	0042	Thatta	GROUND FLOOR,CITY SURVEY NO.1016,MALKANI MUHALLAH,THATTA	Abdul Razaque	3000772970
6	0043	Shah latif	SHAH LATIF TOWN,GROUND FLOOR,HOUSE NO.R-565,SECTOR 17-A,KARACHI	Shaubhan	3000772964
7	0021	Tando Allahyar	FLAT NO.4, AL-HABIB PLAZA, OPPOSITE DISTRICT CIVIL HOSPITAL, TANDO ALLAHYAR	Qadir	3000772948

ANNEXURE “I”

14. 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 _____, having NTN #
M/s_ _____, 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 _____ 2019 , who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT