

Tender No. 202205

TENDER NOTICE FOR PURCHASE OF IT EQUIPMENT

SME Bank Ltd. invites sealed bids from reputed company/firm for purchase of IT equipment (Desktops, Laptops, Servers, LTO Tape Drive, Firewalls, Switches and Routers). Firms registered with income tax and sales tax authorities and who appear on active tax payers list of FBR are eligible for provision of services to SME Bank Ltd. TORs and other terms & conditions can be downloaded from Public Tender Section of PPRA website (<u>www.ppra.org.pk</u>) and tender section of SME Bank's website (<u>www.smebank.org</u>).

Last date for submission of sealed tenders is 23.06.2022 up to 3.30 pm and will be opened on the same day at 4.00 pm in the presence of bidders who wish to attend.

For any clarification please contact Mr. Aqeel Ahmed, Deptt. Head IT, SME Bank Ltd., Telephone No.051-9213098

Sajjad Ahmed Department Head Services Head Office, 56-F, Nazimuddin Road, Blue Area, Islamabad. Ph.9217000 UAN # 111 11 00 11 Mobile No. 0308-7773998 Email: sawan@smebank.org

Organization Name	:	SME Bank Ltd.		
Address	:	Head Office, 56-F, Nazim-ud-Din Road, F/6/1, Blue Area		
City	:	Islamabad		
Tel No.	:	051-9217000		
Fax No.	:	051-9217001		
Tender No	:	SME-202205		
Description	:	Purchase of IT Equipment. (Desktops, Laptops, Servers, LTO Tape Drive, Firewalls, Switches and Routers).		
Advertisement Date	<u>:</u>	05.06.2022		
Closing Date	:	23.06.2022		
Closing Time	:	3.30 pm		
Opening Time	:	4.00 pm		
Estimated Cost	:			
Tender Documents	:	Attached		
Tender Nature	:	National		
Earnest Money	:	2% of the quoted price (inclusive of GST)		
Bid Validity	:	120 days		
Remarks	:	1. Price to be quoted in Pak Rupees,		
		2. Company must submit all the supporting document signed and stamped by the Authorized official		



Tender Document

Purchase of IT Items (Desktops, Laptops, Servers, LTO Tape Drive, Firewalls, Switches and Routers)

Routers).

A Brief Introduction of SME Bank Ltd

SME Bank Limited (the Bank) is a public limited company incorporated on October 30, 2001 under the repealed Companies Ordinance, 1984 having its registered office at 56-, Nazim-ud-Din Road, F-6/1, Blue Area, Islamabad. The Government of Pakistan is the major Shareholder of the bank.

The Bank is a Scheduled Commercial Bank engaged in the business of banking with the primary objective to support and develop Small and Medium Enterprises (SME) sector in Pakistan by providing necessary financial assistance and business support service on sustainable basis

1 Invitation to bid

SME Bank intends to upgrade and enhance its IT infrastructure, this upgrade involves procurement of Desktops, Laptops, Servers, LTO Tape Drive, Firewalls & Switches and associated software from OEM and Authorized Distributors/Partners (vendors) who have previous experience of supplying similar equipment to large organizations. Requirement:

- 1. Desktop including Monitors 44 Nos,
- 2. Laptops 2 Nos
- 3. Servers 2 Nos
- 4. LTO Tape Drive 1 Nos
- 5. Firewalls 2 Nos
- 6. Switches 02 Nos
- 7. Routers Juniper 06 Nos

There may be slight increase/decrease in the required number of items.

IT equipment detail and Specification are mentioned in attached Annexure-A

2 Language of the Bids

The bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer, shall be written in English or Urdu language.

3 Earnest Money

Earnest money 2% of the bid price inclusive of GST in the shape of pay order/demand draft in the name of SME Bank Ltd. shall be submitted by the bidder in a sealed envelope at the time of submission of the bids. Earnest money of unsuccessful bidders shall be returned after selection of company.

4 Bidding Procedure

As per PPRA Rule No. 36 (b) i.e. Single stage – two envelope procedure which includes that -

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the bank without being opened;
- (v) The Bank shall evaluate the technical proposal as per tender document including attached criteria, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) The financial proposals of bids shall be opened publicly at a time, date and venue announced, which shall be communicated to the qualified bidders separately.

5 Instructions to bidders General Instructions:

- i. Bidders are required to carefully read and follow the instructions specified in this Tender Document to submit bids against equipment enlisted in Annexure A. A bidder can bid against all equipment categories specified in Annexure A or selected one depending upon its field of specialty.
- ii. All Bidders are required to submit the stamped and signed copy of compliance certificate specified in Annexure-C along with the technical proposal.
- iii. Bidder must be the OEM/authorized distributor/Partner of OEM and must annex the copy of authorization along with technical proposal
- iv. SME Bank can increase or decrease the number of devices required as per its requirements.
- v. Successful bidder will be required to deliver, install and configure the equipment at locations specified in Annexure-B
- vi. Incase vendor is unable to bid for the specified items due to technological advancements he can quote upward model or version provided the specifications are not less than the one specified
- vii. Income Tax, Sales Tax and all other applicable taxes shall be deducted in accordance with the law.
- viii. The bid should be valid for a period of 90 days from the date of opening.
- ix. Proposal shall contain no interlineations or overwriting. Any alteration and modification in tender documents will not be allowed.
- x. In case of any tender where unit rate of any item/items appear unrealistic, such tender offer will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- xi. All bids received after dead line mentioned in tender notice shall be rejected and returned unopened to Bidder. SME Bank Ltd will not be responsible for any delay in submission of bids via mail or courier.
- xii. On the basis of evaluation, the successful bidder will be informed accordingly. Letter of acceptance /intent will be issued only to successful bidder including terms & conditions. Once accepted, the parties shall enter into a contract.
- xiii. SME Bank Ltd reserve the right to cancel this tender notice/document or reject any or all bids at any stage of the bidding process.

- xiv. Bids once submitted cannot be withdrawn. If a bidder withdraws from the bidding process after submission of bid the Bank reserves the right to forfeit the earnest money.
- xv. Bidder shall be responsible to treat this Tender Document and information gathered during bidding process as "Private" and "Strictly Confidential". The bidder shall not publish or disclose any information concerning the task without seeking special written permission of SME Bank Limited.
- xvi. Any bidder submitting incomplete information may be disqualified from the bidding process.
- xvii. Any bidder submitting false, incorrect or inaccurate information may be automatically disqualified from the bidding process.
- xviii. Any effort by the bidder to influence SME Bank Ltd., directly or indirectly may result in the rejection of the bidder's offer.
- xix. Pages of every section of the bid must be numbered and signed & stamped by the Bidders nominated authorized signatory. The representative of the bidding firm shall furnish a proof of authorization to sign the bids, in the form of a written Power-of-Attorney, which shall accompany the Bid.
- xx. The Bank will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- xxi. The proposal without earnest money will not be entertained and rejected straightaway.
- xxii. During evaluation of bids, SME Bank may at its discretion, ask a bidder for clarification of bid. The request for clarification and response shall be in writing and no change in the prices of bid shall be offered or permitted.
- xxiii. In case of arithmetical errors between unit price and total price, obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the bidder does not accept the correction his/her bid will be rejected.
- xxiv. SME Bank may waive any minor informality, non-conformity or irregularity in bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- xxv. SME Bank will determine whether each bid is substantially responsive to the bidding documents. A substantially responsive bid is one which conforms to all terms & conditions, technical specifications of bidding documents without any deviation.
- xxvi. If the bid is not substantially responsive it will be rejected. However, Bank may consider the bid proposal having any minor discrepancy which is not affecting whole evaluation criteria for healthy competition.

xxvii. Bidder must submit an affidavit that the Bidder/Firm, their partners and directors/senior managers fulfill the following requirements;

- a. That they have not been adjudged an insolvent;
- b. They have never been declared bankrupt by any court of law;
- c. They have never been blacklisted or involved in litigation with any client/ organization/government/semi-government/autonomous body.
- d. No execution of degree or order of any court remains unsatisfied against them.
- e. They have not been convicted of a financial crime, banking frauds, mortgage frauds, forgery, embezzlement, cheque frauds, credit cards frauds, etc.

f. They meets the financial integrity requirement as per applicable Laws & Regulations.

6 Bidders Experience

The bidder must have the requisite experience/expertise in selling/supporting IT equipment and associated software. Bidders who have not provided similar services to any Bank for a minimum period of one year shall not be considered.

7 Warranty

Warranty Cover should be extended as follows.

- a. SME Bank requires the bidder to quote standard manufacturer warranty for the equipment material supplied for a period not less than three years other than firewalls, and Switches. The warranty of firewalls and switches shall not be less than 01 year.
- b. Details of warranty terms and conditions for above should be provided. Equipment without any warranty will not be considered for procurement.
- c. The following warranty related information must be provided for the quoted equipment.
 - Duration of Parts Coverage
 - Duration for Labor Coverage

8 Backup & Preventive Maintenance

Provision of backup equipment is a mandatory requirement for all equipment. If a device under warranty can't be repaired onsite or downtime is greater than 12 hours a replacement of equal capability must be provided to lessen downtime. If the device is irreparable a replacement of like or greater capability and of a comparable brand will be provided till the time the claimed warranty materializes.

9 Draft Agreement

Draft agreement is attached at Annexure-D to be provided before delivery of equipment.

10 Performance Guarantee

Successful bidder shall be required to submit a performance guarantee equivalent to 3% of total quoted price at the time of signing of the contract. The performance guarantee is required till the completion of warranty period. However 1/3rd of submitted Performance Guarantee will be released on completion of each completed year during its validity.

11 Service Level Agreement (SLA)

- I. Bidders are required to provide support services that would keep the equipment uptime of at least 98% for three years from the date of final acceptance by SME Bank Ltd.
- II. Adherence to the following Service Levels in the cities, where bidders have presence will be required.
- III. Hours of the day during which support service should be made available: 0900 hrs to 1800 hrs. (other than holidays).
- IV. Response time for on-call support services 1:00 to 2:00 hrs.
- V. Adherence to the following Service Levels in the cities, where bidders do not have any presence will be required.
- VI. Hours of the day during which support services should be made available: 0900 hrs to 1800 hrs (other than holidays).
- VII. Maximum response time for support services related calls: 12 Hours

12 SECURITY FORFEITURE:

Bid Security may be forfeited in favour of the bank after opening of bid in following conditions.

- 13.1. In case bidder withdraw its bid during the period of its validity.
- 13.2. In case successful bidder, violate any clause of the bidding document and purchase order.
- 13.3 In case successful bidder fail to fulfill the contractual obligations.
- 13.4 In case successful bidder deviate from any clause of the bidding document, tender Notice and Purchase/service contract.

13 Acceptance of Bids

The bidder with the most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, shall be awarded the procurement contract, within the original or extended period of bid validity.

14 Evaluation Criteria

SME Bank shall evaluate the technical proposal and will reject proposal that do not conform to the requirements specified in Annexure-C. Bidder may technically qualify for a specific category/equipment given in Annexure-A

Financial proposal of only those organizations shall be opened whose technical proposal has qualified, not rejected, as above.

Lowest bidder, amongst the technically qualified, in each category/equipment given in Annexure-A shall be awarded the contract for that category/equipment type.

15 TAX

Quoted rates must be inclusive of all applicable taxes.

16 Confidentiality

All bids submitted to SME Bank and subsequent correspondence and discussion shall be kept confidential and will not be revealed directly or indirectly to any other party, except in the case of any government query by department/ organizations monitoring Banks and the Federal Government.

17 Closing Date

The last date for receipt of bids is 23.06.2022 by 3.30 pm Bids will be opened on the same day at 4.00 pm SME Bank Head Office, 56-F, Nazim-ud-Din Road, F-6/1 ,Blue Area, Islamabad, in the presence of the Purchase Committee & those bidders or their representatives who wish to attend. Only one individual per firm/company can attend.

18 Clarification for Tender

In case of any clarification is needed to the meaning of any portion of the specification, the prospective bidder may contact Mr. Aqeel Ahmed, Deptt.Head IT, SME Bank Ltd., Telephone No.051-9213098 during office hours before submission of bids within stipulated time.

19 Bid Submission

The Bid proposal should be submitted as follow:

Single package containing two separate envelops. Each envelop contains separately the financial proposal and a technical proposal" along with certificate as per attachment.

The Sealed Envelope containing the Technical Proposal should be clearly marked as:

Volume-I Technical Proposal for Purchase of IT Equipment (Desktops, Laptops, Servers, LTO Tape Drive, Firewalls, Switches and Router)

Sajjad Ahmed Department Head Services Head Office, 56-F, Nazimuddin Road, Blue Area, Islamabad. Ph.9217000 UAN # 111 11 00 11 Mobile No. 0308-7773998 Email: sawan@smebank.org

Name of Bidder:

The Sealed Envelope containing the financial proposal should be clearly marked as:

Volume-II Financial Proposal for Purchase of IT Items (Desktops, Laptops, Servers, LTO Tape Drive, Firewalls, Switches and Routers).

Sajjad Ahmed Department Head Services Head Office, 56-F, Nazimuddin Road, Blue Area, Islamabad. Ph.9217000 UAN # 111 11 00 11 Mobile No. 0308-7773998 Email: sawan@smebank.org

Name of Bidder:

Certificate

I/We agree to abide by the terms and conditions of the Tender and Mr. /Ms. Is authorized by I/we to sign the Tender for and on behalf of M/S (NAME OF FIRM IN BLOCK CAPITALS).

Signature and Designation of the Authorized Official_____

Signature & Name of Authorizing Official/Executive: _____

Designation:

Complete Address of the Company/Firm_____

Fax No: ______Telephone No.:_____

Witness:-

1. _____2. ____

IT Equipment Specifications & Quantities

A. Desktops
Required SpecificationsRequired Quantity: 44
• Processor: Intel i3-10105 (4 Cores, 8 Threads)
• Processor Speed : 3.70 GHz Base frequency,
• Cache: 6 MB
Graphics: Intel UHD Graphics 630 or equivalent
 RAM: 4 GB DDR4 expandable to 64 GB Hard Drive: 500 GB 7200RPM.
 LAN: Integrated Intel® Ethernet LAN 10/100/1000.
 Form Factor: Micro or Mini Tower.
 Energy Efficiency: Energy Star certified and preferably EPEAT registered configuration Internal Speakers
Ports & Connectors:
Front:
(2) USB 2.0 ports, (4) SuperSpeed USB 3.2 Gen 1 Type-A ports, (2) SuperSpeed USB
3.2 Gen 2 Type-A ports
(1) Microphone/headphone combo jack
Rear:
(2) USB 2.0 ports
(1) Ethernet/RJ-45 port
(1) Audio line-out, Audio line-in
(1) VGA port
(1) HDMI port
Keyboard & Mouse: USB wired.
Monitor: 21.5 inches - 1920x1080 @ 60 Hz FHD LED or higher; in same brand as
workstation
Required Cables and connectors
Windows 11 Professional Edition, 64-Bit OEM [English]
 Latest Microsoft Office Home and Business Edition 20XX 64-Bit OEM [English] 3 Years comprehensive warranty and service offering including parts, labor and on site.

B Laptops

Required Specifications

Required Quantity: 02

- **Processor:** Intel Core i5-11135G7 Processor (4 cores & 8 Threads).
- **Processor Speed:** 2.4 GHz Base frequency
- **Processor Turbo**: up to 4.2 GHz Intel Turbo Boost Technology
- Cache: 8 MB L3
- **Graphics:** Integrated Intel® Iris® Xe Graphics or equivalent
- **RAM:** 8GB DDR4 with capacity up-to 32 GB
- Hard Drive: 1TB.
- **Display:** 15.6-inch diagonal FHD (1920 x 1080) anti-reflective, IPS Panel
- LAN: Integrated Intel® Ethernet LAN 10/100/1000 or higher
- Energy Efficiency: Energy Star certified and preferably EPEAT registered configuration
- Wireless: Integrated Wi-Fi 802.11n or later, Blue Tooth (Ver 5)
- **Ports & Connectors:** 4-USB ports, HDMI, Head phone jack, Web CAM 720p HD, built in mic and speakers
- Ports & Connectors: MicroSD Card Reader, USB 3.2? Gen 1 Type-A Qty
- Headphone & Microphone ,HDMI 2.0
- **Battery:** 3 Cell Lithium-ion battery with max battery life of 7h(min)
- Laptop carrying case
- Required cables & connectors.
- Windows 11 Professional Edition, 64-Bit OEM [English]
- Latest Microsoft Office Home and Business Edition 20XX 64-Bit OEM [English]
- 3 Years comprehensive warranty and service offering including parts, labor and on site.

C Server

Required Specifications

- **Processor:** 1xIntel Xeon Silver 4210 Processor (10C/20T)
- **Processor Speed:** 2.2 GHz with 3.2 GHz Max turbo Frequency
- Cache: 13.75 MB.
- Processor Sockets: 2.
- **RAM:** 16 GB up to 64 GB.
- **RAID Controller:** Internal Hardware based Raid Controller supporting Raid Level 0,1 & 5 [Minimum].
- Hard Drive: 2x1TB 7.2K RPM SATA 6GBps.
- LAN: On Board Dual port 1Gbps.
- Form Factor: Rack mountable with Rack Mounting Kit.
- **Energy Efficiency:** Energy Star certified and preferably EPEAT registered configuration (Confirm in writing from green Banking)
- Monitor: 21.5 inches 1920x1080 @ 60 Hz Full HD LED or higher; in same brand as workstation
- Redundant Hot pluggable Power supply
- Redundant fans
- Wireless Keyboard and Mouse
- Required cables & connectors.
- Compatible with Microsoft Windows & Linux.
- Windows Server 2022 Standard Edition 16Core License with 10 Device based CALS
- 1 additional RDS CAL
- Management software suite preferable browser based
- 3 Years comprehensive warranty and service offering including parts, labor and on site.
- Price of Software Assurance for OS support and upgrade including CALs should also be quoted. Bank may or may not opt for it.
- Firmware update support required.

D LTO External Tape Drive

Required Specifications	Required Quantity: 01				
Device Type	LTO-9 External Tape Drive				
No of Drives	One Drive				
Accessories	Power cables [British- Power cords] SAS Cable and Controller for connectivity with HP DL 160 Server (Gen 10 Server) Any other accessories necessary to operate must be supplied				
Media	2 Cleaning Tapes				
	Software for Bar Codes generation required				
OS Support	Support for Windows Server 2012 R2, Microsoft Windows Server 2016, Microsoft Windows Server 2019, Microsoft Windows Server 2022				
Support for Backup Software	Veritas Backup Exec 20 and onward [Mandatory]				
Installation & Support	Installation, configuration and Training to be provided by vendor				
Warranty	3 Year on-site warranty (24x7 Support) with immediate replacement option in case of fault.				

E Fire-Wall-

Required Specifications	Required Quantity: 02
Hardware	Specifications & Connectivity
Total Built-in Ports	16x1GbE [Minimum]
Built-in RJ-45-based ports	8x1GbE [Minimum]
Onboard pluggable (SFP) transceiver ports	8x1GbE [Minimum]
MACsec-capable ports	16x1GbE [Minimum]
Console (RJ-45 + mini-USB)	1[Minimum]
USB 3.0 ports (type A)	1 [Minimum]
<u> </u>	Aemory and Storage
System memory (RAM)	One Firewall 4 GB [Minimum] 2 nd Firewall 8 GB [Minimum]
Flash Memory	8 GB [Minimum]
	Licensing
UTM Subscription (1yr)	IPS, Apptrack, AppFirewall, AppQoS, AppID, SSL Forward proxy, SSL everse Proxy, Antivirus, Anti-Spam, Web filter, Content filtering, Advanced Policy-Based Routing and User Firewall
	Other Specifications
Form factor	1U
Power supply	AC (internal)
GUI Interface	Required
Rack-mount Kit	Required
Support Package	Next day official support required with minimum downtime.
Warranty	1 Year official Warranty

F SWITCHES

Features	Description	Required Quantity: 02
Layer 2 Switch	24 Ethernet 10/100/1000 ports	
Uplink	4 Ten Gigabit Ethernet SFP	
Flash Memory	512 MB (Min)	
Memory DRAM	1GB (Min)	
VLAN	4094 (Min)	
PoE Capability	Prefered	
Management Feature	Command-line interface, Web browser and SNMP Manager	
Redundant Power Supply	Yes, with 220 VAC	
Accessories	Rack Mounting Kit, Power Cords (British cords), Serial/USB console cable etc.	
Warranty	1 Year	

G Router- Juniper

Required Specifications	Required Quantity: 06							
Hardware Specifications & Connectivity								
Total Built-in Ports	8x1GbE [Minimum]							
Built-in RJ-45-based ports	6x1GbE [Minimum]							
Onboard pluggable (SFP) transceiver	2x1GbE [Minimum]							
ports								
MACsec-capable ports	2x1GbE [Minimum]							
Console (RJ-45 + mini-USB)	1[Minimum]							
USB 3.0 ports (type A)	1 [Minimum]							
Memory and Storage								
System memory (RAM) 4 GB [Minimum]								
Flash Memory	GB [Minimum]							
<u>(</u>	Other Specifications							
Form factor	Desktop							
Power supply	AC (external)							
GUI Interface Required								
Rack-mount Kit Required								
Support Package	Next day official support required with minimum							
	downtime.							
Warranty1 Year official Warranty								
All necessary cables & accessories required to operate would be required.								

Deployment Locations

Annexure-B

Sr. No.	Location	Office/Branch
1	Islamabad	Head Office/Branch
2	Lahore	DR Site/Branches/Offices
3	Karachi	Branches/Offices
4	Quetta	Branch/Offices
5	Peshawar	Branch/Offices
6	Sialkot	Branch/Offices
7	Gujranwala	Branch/Offices
8	Faisalabad	Branch/Offices
9	Rawalpindi	Branch/Offices

Annexure-C

Sr. No.	Des	cription			Compliance Yes/No			
REQ	UIR	REMENTS						
	for		st 3 ye	a registered office ars and should he ears.				
1	Reg	ristered Addre	ess of	the Bidder & r				
1.	The	FY 2020: _ FY 2019: _ Audited Bala	nce Sh	R) eet for the last thr nentary evidence	•			
2.	Cer quo Is th	tificate Attach ted. ne Bidder the I	ned for	ributor/Partner c each of the bra al Owner of the p / Reseller/				
3.	IDC	C; Gartner; etc.	, is att	zed brand ratin ached herewith fo h rating less than				
4.	Tec rele	hnical Staff al	ong wi					
5.	pro a w	of of authoriza	ation to	e bidding firm sh o sign the bids, in rney, which shall				
6.		-		milar services to riod of one year				
	#	Bank Name	Yrs.	Contact Person	Contact Det	ails		

						(Voice	and	email
						communic	ation)	
							,	
	1							
	2							
	3							
ļ	5							
	Det	erence letter of ails of the E mitted for vert	Bank's re					
7.		l of Sale and H ice is provided		ipport D	ate for	each type of	2	
	shal	vices whose E Il not be consi	dered.			-		
8.		ve presence in trails attached)		bad, Ka	arachi a	and Lahore.		
9.		ional Tax and ched	Sales T	ax Regis	stration	Certificates	5	
10.	Warranty period for the equipment quoted is not less than three (03) Years. However, in-case of switches, and firewall standard manufacture warranty is quoted which is not less than one year.						,	
11.	Ear	nest Money at	tached					
12.	atta Ban	ailed specificated herewith hk's equipmen hexure-A	. Technie	al propo	osal cor	forms to the	•	
13.	Aff	idavits as per	clause 4.	1.11 atta	ched			
14.		vision of back cified requirer		oment sh	all be	made as per	•	
15.	at lo	ivery, Installa	fied in A	nnexure	-B		;	
16.	the SM CO	ivery will be n purchase orde E Bank and th VID will be a der submit pro	r/signing e approv ccounted	of the a ed vend by the F	lgreeme or. < <e Bank pr</e 	ent between Delay due to rovided the		
17.	Cor	npliance to SI	A clause	e I to be	done			

DRAFT AGREEMENT

Annexure D

This AGREEMENT is made at Islamabad, on this _____ day of _____ 2021

BY AND BETWEEN

M/s **SME Bank Limited**, a banking company incorporated under the Companies Ordinance, 1984, having its Head office at <u>56-F, Nazim-ud-din Road, F-6/1, Islamabad</u>, (hereinafter referred to as "**the Bank**" which expression shall, unless contrary to the context, mean and include its successors-in-interest, administrators and permitted assigns) of the first part.

AND

<u>M/s</u>, a Company incorporated and registered under the Companies Ordinance 1984 vide certificate of incorporation No, ______ having registered office at______and Branch/Sub Office at Islamabad, (hereinafter referred to as "contract" which expression shall, unless contrary to the context, mean and include its successors-in-interest, administrators and permitted assigns) of the second part.

WHEREAS

- 1) The Bank intends to purchase and installation of office equipment at the locations
- 2) The Contractor participated in the Tender for *Supply and installation of* ______ and support services, through its Proposal/Quotation dated______
- 3) The Bank after evaluating and considering the bids of all participating bidders found the bid of the Contractor technically and financially acceptable for the Supply and installation of ______ and support services and communicated its intent to award the contract to contractor vide *No.______ dated _____*.
- 4) The Supplier has agreed to undertake the work of the project, defined by the bank in accordance with the terms and conditions specified by the bank in its Quotation/Tender Document.

5 Contract Value

The contract value shall be:

An agreed contract price of Rs.______(Rupees ______) inclusive of all applicable taxes for the entire project which includes complete supplies, installation and services of items at the project location duly defined with specifications, in quantities and at prices, as provided. However, the total contract price for complete project shall not increase for any reason, whatsoever.

6. Warranty:

- i. The Contractor shall provide full warranty for the equipment and material supplied inclusive of parts and labour that shall not be less than a period of (03) year from the date of delivery.
- ii. Contractor will replace most of the malfunctioning parts of the equipment within 1 to 2 working Days as and when required.

7. Taxation:

The relevant applicable rates of income tax levied by the Government and deductions at source will be applied to payments made to the Contractor.

Invoices and Payments:

8. The Bank shall make 100% payment to the Contractor subject to the satisfactory performance of the Machines after verifying form the project locations (according to TORs).

9. Earnest Money:

Earnest Money paid by the Contractor shall be released after signing of this agreement by the Bank and the contractor. Performance guarantee will be released after completion of warranty period.

10. Confidentiality:

- a. The Contractor shall not disclose/divulge to a third party the documents, specifications, or other information supplied by the Bank, or obtained by the Contractor from the Bank during the course of work relating to the Project, or otherwise.
- b. The Contractor shall only divulge necessary information to its personnel who are directly involved in carrying out the project and shall ensure that such personnel are aware of and comply with the provisions of this agreement.

Vender shall abide by terms and condition of tender document and in case of conflict between tender and agreement, tender document shall prevail.

SIGNED ON BEHALF OF	SIGNED ON BEHALF OF
M/s	SME BANK LTD.
WITNESS	WITNESS
Name	Name
Signature	Signature
CNIC	CNIC