

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH BANK LIMITED/ADMINISTRATION
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SCHEDULED BANK
- 3) TITLE OF CONTRACT Maintenance & Support Services of Dell Servers
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1176/2020
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.500,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 21/09/2020 at 1100 Hrs (Tech & Fin.)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 2
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____
- 14) BID EVALUATION REPORT 23/10/2020
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Astronotech
- 16) CONTRACT AWARD PRICE Rs.530,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s. Astronotech
2. M/s. Megaplus

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ ☐ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐ ☐
- c) TWO STAGE BIDDING PROCEDURE ☐ ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐ ☐

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.
EMERGENCY, DIRECT CONTRACTING ETC WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SPPRA NIT ID :T00531-19-0005
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Notification 03/09/2020
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	no


Signature & Official Stamp of
Authorized Officer


Lt Col (R) Shahzad Begg
EVP/Head of Administration
SINDH BANK LIMITED

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

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Technical & Financial Proposals Evaluation Report		
Maintenance & Support Services Of Dell Servers		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TO/1176/2020
3	Tender Description	Maintenance & Support Services Of Dell Servers
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No. T00531-20-0005
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical Bid Opening Date	21/09/2020
9	Financial Bid Opening Date	21/09/2020
10	No of Bid Technically Qualified	02
11	Bid(s) Rejected	00

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.500,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Astronotech(Pvt)Ltd	Rs.530,000/- @Rs.106,000/-per server	1 st lowest Bidder	Rs.30,000/- Above with the estimated cost	Accepted Being the 1 st Lowest Qualified Bidder	
2	M/s Megaplus Pakistan	Rs.539,970/- @Rs.107,994/-per server	2 nd lowest Bidder	Rs.39,970/- Above with the estimated cost	2 nd Lowest Bidder	

Note M/s Astronotech (Pvt)Ltd is selected for the Maintenance & Support Services Of Dell Servers to Sindh Bank Limited being the 1st Lowest Qualified Bidder.

Members - Procurement Committee

(Mr. Saeed Jamal) Chief Financial Officer - EVP - Chairperson

(Col. Shahzad Begg) Head of Administration - EVP - Member

(Mr. Syed Muhammad Aqeel) Chief Manager, IDBI, KHI - AVP - Member

Signature

Eligibility Criteria

ASTRONTECH

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of Business / NTN. (attach as Annexure "1")	Yes	No
2	Turn Over in last 3 Years should be at least 5 million	Audit Report / Tax Return (attach as Annexure "2")	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates. (attach as Annexure "3")	Yes	No
4	Offices in minimum 3 major cities i.e., Karachi, Lahore & Islamabad	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes	No
5	Company must be Tier 1 partner of the Ocell equipment manufacturer	Attach Certificate from Principal (Attach as Annexure "5")	Yes	No
6	Company must provide SLA (Service Level Agreement) of at least one bank (other than Sindh Bank) in Pakistan	Attach Service Level Agreement (Attach as Annexure "6")	Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

- There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hosted on Sindh Bank Ltd & SPPRA websites regularly.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
- The bidder's may participate with joint venture if required.

MANDATORY


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

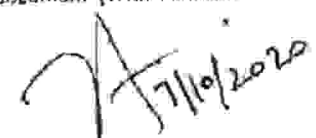
DISQUALIFICATION

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

- Black listed by SPPRA & Sindh Bank Ltd.
- issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Verification from Client.** During verification process of the client, if the response by any of the bank is unsatisfactory on account of previous performance.
- Specification of Supplied Items.** After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).


Taimoor Ghousi
AVP/ Finance Division.


Asan Ali
VP/ Operations Div


Syed Zeeshan-ul-Haq
SVP/ I.T. Division

Eligibility Criteria

MEGA PLCS

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter of Declaration of Commencement of Business / NTN. (attach as Annexure "1")	✓ Yes	No
2	Turn Over in last 3 Years should be at least 5 million	Audit Report / Tax Return (attach as Annexure "2")	✓ Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "3")	✓ Yes	No
4	Offices in minimum 3 major cities i.e. Karachi, Lahore & Islamabad	Complete address along with PTEL landline numbers (attach as Annexure "4")	✓ Yes	No
5	Company must be Tier 1 partner of the Bell equipment manufacturer	Attach Certificate from Principal (Attach as Annexure "5")	✓ Yes	No
6	Company must provide SLA (Service Level Agreement) of at least one bank (other than Sindh Bank) in Pakistan	Attach Service Level Agreement (Attach as Annexure "6")	✓ Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

- There can be subsequent clarification to this specific tender for which it is advised to keep yourself utmost with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified.
- The bidder's may participate with joint venture if required.


MANDATORY


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

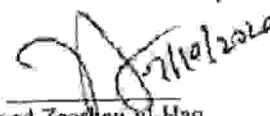
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- Black listed by SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Alternate bid is offered.
- Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
- Specification of Supplied Items.** After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).


Taimoor Ghousi
AVP/ Finance Division.


Asim Ali
VP/ Operations Div


Syed Zeeshan-ul-Haq
SVP/ I.T. Division



DELL EMC | MEGAPLUS

SIGNATURE MEMBERS PG-ADMIN MEGAPLUS

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL _____

Date: _____

Megaplex Pakistan
M74, P.O. Box 115, Block 4,
Main Road Round off
Shahra-e-Firdaus, Karachi
Tel: (+92-21) 3410 0871-3
Fax: (+92-21) 3410 0874
Email: info@megaplex.com.pk

PRICE SCHEDULE

(Applicable for the year 2020-2021)

Name of Bidder MEGAPLUS PAKISTAN

S.No	Item	Unit Cost	Quantity	*Total Amount In Pak-Rs.
01	Dell Power Edge R730 Server Service Window "24x7" Part Replacement NBD after Megaplex engineer diagnosed the faulty part. Payment quarterly.	PKR 107994/-	05	PKR 539970/-
*Total Amount in Pak Rs.				539970/-

* This amount will be considered as only the "Bid Offered", Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note 6. below)

Note

- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security- 5% of the * (Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 29 may please be referred.
- The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report posting period (3 days) on SPPRA website.
- In case the lowest bid offered is the same in single stage one envelope procedure between two or more bidders, the successful bidder will be the one who has highest turnover for the last three years.
- Pre Bid Meeting will be conducted at Sindh Bank Ltd, Head Office, Basement - 2, Federation House, Abdullah Shah Ghalib Road, Clifton, Karachi within a week time before opening of tender to further clarify the assignment/scope of work given in tender documents and at the same time, queries will be addressed if any by the interested bidder.
Payment will be made in Pak Rupee.



I hereby accept all the terms and conditions as given above

MUSTAFA ZAFAR CORPORATE ACCOUNT MANAGER
(Signature of bidder with name, Designation and Company Seal)

Dated: 21-09-2020



Canon

PHILIPS

Schneider
Electric



Information: 1014 Street 6A, E-113, Islamabad - 44000, Pakistan. Tel: (+92-51) 211 1520. Email: info@megaplex.com.pk
Lahore: 22, Block M, Gulberg II, Lahore - 54000, Pakistan. Tel: (+92-42) 3691 8716. Email: lahore@megaplex.com.pk
Faisalabad: 10/11A Tower 22, The Plaza, Faisalabad - 38000, Pakistan. Tel: (+92-41) 527 9883. Email: faisalabad@megaplex.com.pk

Sindh Bank Limited
Signature Members ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IDBL

Date:

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2020-2021)

Name of Bidder

S.No	Item	Unit Cost	Quantity	*Total Amount In Pak Rs.
01	Dell Servers	106,000	05	530,000/-
*Total Amount in Pak Rs.				

* This amount will be considered as only the "Bid Offered" Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note 6 below)

Note

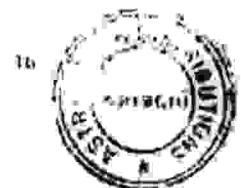
- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security, 5% of the *(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred.
- The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report holding period (3 days) on SPPRA website.
- In case the lowest bid offered is the same in single stage due envelope procedure between two or more bidders, the successful bidder will be the one who has Highest turnover for the last three years.
- Pre Bid Meeting will be conducted at Sindh Bank Ltd. Head Office, Basement - 2, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi within a week time before opening of tender to further clarify the assignment/scope of work given in tender documents and at the same time, queries will be addressed if any by the interested bidder.
- Payment will be made in Pak Rupee.

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

Amir Ali Amir Ali (Finance Business Manager)

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

Dated: 21st Sept 2020



MINUTES OF THE OPENING OF THE TENDER (TECHNICAL / FINANCIAL PHASE)

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Maintenance & Support Services of Dell Servers in RHC & LHR

TYPE OF TENDER

SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE

OPENING DATE

21-09-20

OPENING TIME

11:00 hours

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

① Megaplus
② Astron Tech
/
/
/
/

/
/
/
/
/

TOTAL BIDS ACCEPTED FOR EVALUATION

#02

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC ADMIN

Head - Fin Div.

Head - Admin Div.

Member - Jt. Sec.

Pres:

3. SCOPE WORK / TECHNICAL SPECIFICATION

Maintenance and Support Services of Dell Servers at Sindh Bank Head Office Karachi and Sindh Bank DR Site Lahore

Sindh Bank desires to engage tier 1 partners of the Dell equipment manufacturers to provide maintenance and support (including Parts & Labour) for 05 Dell servers installed at Sindh Bank Karachi and Lahore data centres, as per the details given in this document and specification mentioned below.

DETAIL OF DELL SERVERS

S. No.	Server Model	Serial No	Location
1	Dell Power Edge R730	840QRK2	Lahore
2	Dell Power Edge R730	841MRK2	Karachi
3	Dell Power Edge R730	5MXN7N2	Karachi
4	Dell Power Edge R730	5MWP7N2	Karachi
5	Dell Power Edge R730	5MXS7N2	Lahore

The maintenance contract will be for one year period, and subsequently can be extended for further three years on mutual consent.

Vendor shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labour, transport, insurance etc.

While attending to any complaint vendor will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, replacement of the same must be provided at the site and hardware may be taken to vendor workshop/location for rectification.

With respect to defective, mal-functioning, non-functioning or other problems related to systems vendor must has 24X7 support. This is 24 hours a day, seven days a week including public holidays with 4-6 hours resolution time at Sindh Bank's locations.

Vendor shall ensure that only genuine / approved parts of Manufacturer are being used during any replacement. Vendor will provide backup equipment in order to keep the system up and running.

Maintenance will include One (1) Quarterly Preventive Maintenance of Equipment.

Sindh Bank will impose a penalty on vendor; if vendor is unable to resolve the prescribed hardware issue within the given timelines as agreed, which can be on per day basis of PAK Rupees 5,000/- (Five Thousands Rupees) and will be double (Ten Thousand Rupees) after five days.

The payment may be made in advance on quarterly basis and shall be made in PAK rupees.

Note

This is a Single Stage one envelop procedure, therefore 1st lowest bid will be evaluated first. If the 1st lowest bidder is disqualified in evaluation criteria or technical criteria, then next lowest bid will be evaluated.

Similarly if 2nd bidder is disqualified, then 3rd lowest bidder will be evaluated and so on.

On qualification of a bidder during this process no further evaluation will be done.

INTEGRITY PACT

Contract Number: SNDB/COK/ADMIN/TD/1176/2020

Contract Value: Rs. 530,000/-

Contract Title: Maintenance and Support Service of Dell Servers in Karachi & Lahore

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

M/S AstronTech Pvt Ltd 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, M/S AstronTech Pvt Ltd 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.

M/S AstronTech Pvt Ltd 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. M/S AstronTech Pvt Ltd 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, M/S AstronTech Pvt Ltd 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

AstronTech Pvt Ltd

Signature: 

LAHORE

KARACHI

ISLAMABAD

RAWALPINDI

SIALKOT

PESHAWAR

For and On Behalf of

Sindh Bank Limited

Signature: _____

PURCHASE ORDER

PO No: 198

Date: 16-11-2020

M/s Astrontech (Pvt) Ltd,
 Plot#1-6/17 Sector#05,
 Korangi Industrial Area,
 Near Brookes Chowrangi,
Karachi.

Subject: MAINTENANCE & SUPPORT SERVICES OF DELL SERVERS

Dear Sir,

With reference to the Tender Bid SNDB/COK/ADMIN/TD/1176/2020 dated 03-09-2020 for MAINTENANCE & SUPPORT SERVICES OF DELL SERVERS at Sindh Bank Ltd, submitted by you. After detail review the Sindh Bank Ltd management is pleased to inform that your Tender Bid is accepted.

Further detail is as follows.

S.No	Product	Qty	Unit Price (PKR)	Total Price (PKR) (Including All Taxes)
1	Maintenance & Support Services of Dell Servers (Specification as per Tender Document)	05	106,000/-	530,000/-

Terms & Conditions

Payment Terms Payment will be made on quarterly advance i.e. Rs. 132,500/- per quarter.

Taxes/Deduction Above prices are inclusive of all taxes.

Thanks,

M. Faraz Khan
 AVP-II/IT Division

M. Rashid Memon
 VP-I/I.T. Division

S. Zeeshan-ul-Haq
 SVP-II/I.T Division

Riaz Ahmed
 SVP-I/I.T Division

S. Ata Hussain
 EVP/Head of IT

16/11/2020

SINDH BANK LIMITED
 HEAD OFFICE:
 3rd FLOOR, FEDERATION HOUSE,
 ABDULLAH SHAH GHAZI ROAD,
 CLIFTON, KARACHI-75600, PAKISTAN

UAN : +92-21-111-333-255
 PHONE : +92-21-35829394
 FAX : +92-21-35870543
 WEB : www.sindhbankltd.com

+92-21-111-333-255 : پان لائن
 +92-21-358 29394 : فون
 +92-21-358 40543 : فیکس

سندھ بینک لمیٹڈ
 ہیڈ آفس: تیسری منزل، فیڈریشن ہاؤس،
 عبداللہ شاہ غازی روڈ، کلکٹن، کراچی۔ ۷۵۶۰۰۔ پاکستان

PURCHASE ORDER

PO No: 198

Date: 16-11-2020

M/s Astronotech (Pvt) Ltd,
Plot#1-6/17 Sector#05,
Korangi Industrial Area,
Near Brookes Chowrangi,
Karachi.

Subject: MAINTENANCE & SUPPORT SERVICES OF DELL SERVERS

Dear Sir,

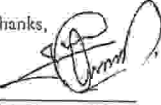
With reference to the Tender Bid SNDB/COK/ADMIN/TD/1176/2020 dated 03-09-2020 for MAINTENANCE & SUPPORT SERVICES OF DELL SERVERS at Sindh Bank Ltd, submitted by you. After detail review the Sindh Bank Ltd management is pleased to inform that your Tender Bid is accepted.


Further detail is as follows.


S.No	Product	Qty	Unit Price (PKR)	Total Price (PKR) (Including All Taxes)
1	Maintenance & Support Services of Dell Servers (Specification as per Tender Document)	05	106,000/-	530,000/-

Terms & Conditions


Payment Terms: Payment will be made on quarterly advance i.e. Rs. 132,500/- per quarter.
Taxes/Deduction: Above prices are inclusive of all taxes.

Thanks,

M. Faraz Khan
AVP-II/IT Division


M. Rashid Memon
VP-I/I.T. Division


S. Zeeshan-ul-Haq
SVP-II/I.T Division


Riaz Ahmed
SVP-I/I.T Division

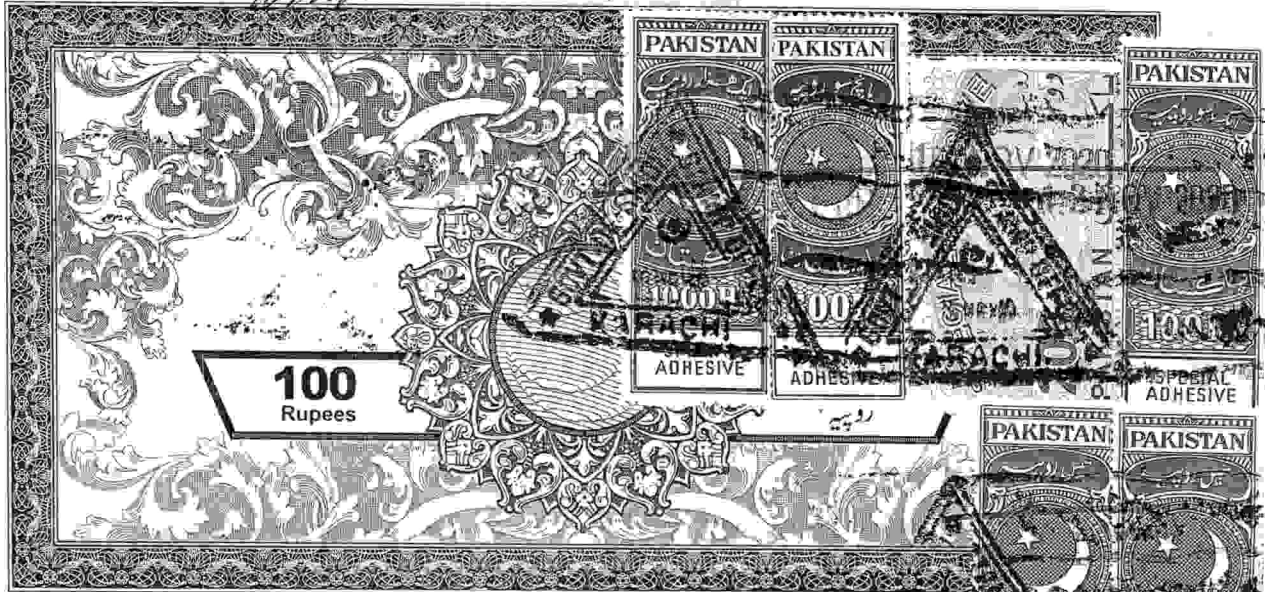

S. Ata Hussain
EVP/Head of IT

SINDH BANK LIMITED
HEAD OFFICE:
3rd FLOOR, FEDERATION HOUSE,
ABDULLAH SHAH GHAZI ROAD,
CLIFTON, KARACHI-75600, PAKISTAN

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سندھ بینک لمیٹڈ
ہیڈ آفس، تیسری منزل، فیڈریشن ہاؤس،
عبداللہ شاہ غازی روڈ، کلپٹن، کراچی۔ ۷۵۶۰۰۔ پاکستان



CASHIER NAME STAMP VENDOR
 Address: Mr. J. K. 14, Spanish Homes
 Karachi.

14 OCT 2020

(RUPEES) NET

no.
 name in Address
 name With Address
 phone
 no. Rs
 Vendor's Signature,
 IT USE FOR FREE WILL & DIVORCE PURPOSE]

MUHAMMAD BADI
 Advocate, HC/8309/Khi

OFFICE SUPERINTENDENT
 Stamp Office, City Coord

12 NOV 2020
 12-11-2020

Service Level Agreement

This agreement is made at Karachi on this 16-11-2020

BETWEEN

Sindh Bank Ltd a banking company incorporated under the laws of Pakistan, having its Head office at Address: 3rd Floor, Federation House, Clifton, Karachi. Hereinafter referred to as "SINDH BANK LTD".

AND

M/s AstronTech Pvt Ltd, having its office at Plot # 1-6/17 Sector # 05 Korangi Industrial Area, Near Brookes Chowrangi, Karachi

"M/S ASTRONTECH PVT LTD".

WHEREAS M/S ASTRONTECH PVT LTD has agreed to provide Hardware Maintenance Services under a Service Level Agreement for the Annual Support and Services of Dell Equipment installed at SINDH BANK LTD as per tender dated 21st Sept 2020

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1. Purpose of Agreement

For a period of Twelve months from 16-11-2020 till 16-11-2021 (both days inclusive), M/S ASTRONTECH Pvt Ltd will provide hardware maintenance services (with parts) and support to Dell Servers listed at Annexure "A", against an aggregating amount of Rs.530,000/- as per Financial Proposal as Annexure-B.

The maintenance contract will be for one year period from the date of execution of this agreement and subsequently can be extended on mutual agreement.

2. Services to be provided

- I. M/S ASTRONTECH PVT LTD to attend and resolve support related calls on Dell Servers as per Annexure "A" installed at SINDH BANK LTD. M/S ASTRONTECH PVT LTD core responsibility will be to ensure that servers remain operational.
- II. M/S ASTRONTECH PVT LTD to ensure replacement of faulty parts and ensures that they maintain adequate stock of spare parts. Pickup / drop of equipment / parts from the M/S ASTRONTECH PVT LTD office to SINDH BANK LTD shall also be M/S ASTRONTECH PVT LTD responsibility.
- III. Maintenance shall include One (1) Quarterly Preventive Maintenance of Equipment's mentioned in Annexure "A". (1 Quarter =3-months)
- IV. Preventive Maintenance will include testing of equipment's, running diagnostics, cleaning/ servicing and adjustments where necessary.

3. Location covered under SINDH BANK LTD's Agreement:

SINDH BANK LTD's Agreement covers units setup/installed at in the following locations.

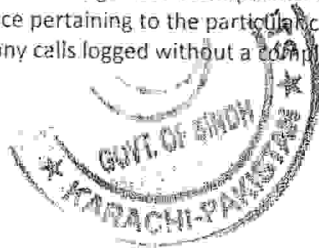
At "Sindh Bank Head Office Karachi and Sindh Bank DR Site Lahore".

4. Call Logging Procedure

SINDH BANK shall contact M/S ASTRONTECH PVT LTD Support Department 24/7 to make all Complaint Requests during working / Off Days & on Holidays. All Complaint Requests shall be entered via email or on phone using any one of the following methods

- Monday to Sunday & During Holidays
 - i. Via email support@astron.com.pk logging the complaint with at ASTRONTECH PVT LTD – Karachi

A complain number or reply will be provided against all complaints. SINDH BANK LTD shall write these numbers for any future reference pertaining to the particular complain. M/S ASTRONTECH PVT LTD shall not be responsible for any calls logged without a complain number.



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- Monday to Sunday (24/7)

First Escalation Step		Karachi	Lahore
First complain if the call is not resolved "within specified response time"	Designation	Customer Care Representative-Pakistan	Customer Care Representative-Pakistan
	Name	Muhammad Sohail	Muhammad Sohail
	Phone	021-35151052 – 53 Ext: 105	021-35151052 – 53 Ext: 105
	Cell	0309-7770329	0309-7770329
	Email	support@astron.com.pk	support@astron.com.pk
Second Escalation Step		Enterprise Support Account Manager	Manager SSID LHR
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1	Designation	Enterprise Support Account Manager	Manager SSID LHR
	Name	Abdullah Mobin	Mushtaq Malik
	Phone	021-35151052 – 53 Ext: 106	042-35952334-6
	Cell	0309-7770304	0309-7770322
	Email	abdullah.mobin@astron.com.pk	Mushtaq.malik@astron.com.pk
Third Escalation Step		Country Head SSID / GM South	Country Head SSID / GM South
Third complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-2	Designation	Country Head SSID / GM South	Country Head SSID / GM South
	Name	Kashif Naseer	Kashif Naseer
	Phone	021-35151052 – 53 Ext: 111	021-35151052 – 53 Ext: 111
	Cell	0309-7770300	0309-7770300
	Email	kashif.naseer@astron.com.pk	kashif.naseer@astron.com.pk

M/S ASTRONTECH PVT LTD is responsible for running and uptime of Servers during the SLA tenure.

M/S ASTRONTECH PVT LTD shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labor, transport, insurance etc.



Signature

With respect to defective, mal-functioning, non-functioning or other problems related to systems, backup part should be provided on immediate basis in order to keep the system up and running. M/S ASTRONTECH PVT LTD shall ensure that the response time of maximum 30 minutes (phone based support) & resolution time will not exceeds 6 hours at Sindh Bank's locations.

In case part is not available and the issue is not resolve in 6 hours. M/S ASTRONTECH PVT LTD will provide equivalent backup.

While attending complaint M/S ASTRONTECH PVT LTD will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, hardware may be taken to vendor workshop/location for rectification after providing an equivalent backup.

M/S ASTRONTECH PVT LTD shall ensure that only genuine / approved parts of Manufacturer parts are being used during any replacement and all faulty and parts will be property of M/S ASTRONTECH PVT LTD.

M/S ASTRONTECH PVT LTD will not be responsible for any data loss and service outage in any case for the equipment covered in this SLA. Backing up and restoring any type of data is responsibility of the customer only.

M/S ASTRONTECH PVT LTD will not be responsible for any OS related issue as this is beyond the scope of this SLA.

M/S ASTRONTECH PVT LTD will not be responsible for part replacement against damaged and burnt parts.

5. Payments

The agreement has been entered into for the sum of PKRS. 530,000 for a period of Twelve months, starting from 16-11-2020 payable in quarterly advance of Rs. 132,500 once the agreement is signed.

6. Closure / Reduction of Part of Services

SINDH BANK LTD may at 30 days prior written notice to M/S ASTRONTECH PVT LTD, to ask for closure of the service(s) to be provided under SINDH BANK LTD's agreement or for the reduction of the number of service(s), in which event (& in no other) the service (s) charges reserved in the agreement shall be proportionally reduced.

7. Termination

This service agreement become effective from the date of execution of SINDH BANK LTD's agreement and shall continue for one year until terminated by either party by 30 days prior written notice, delivered by registered mail at the address provided in the recital of SINDH BANK LTD's agreement. During such notice period M/S ASTRONTECH PVT LTD shall continue to act in the same manner as thereof and shall be entitled to payment for M/S ASTRONTECH PVT LTD services as defined above. However, any unutilized advance shall be refunded by M/S ASTRONTECH PVT LTD to SINDH BANK LTD at the time of termination of agreement.

Either party may immediately terminate this Agreement forthwith by notice in writing to the other if the other party is in material breach of any of the terms of this Agreement and, in the case of a breach, fails to remedy such breach within 10 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it or; passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or; becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or; has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or; ceases, or threatens to cease, to carry on business. In such a case, any unutilized advance shall be refunded by M/S ASTRONTECH PVT LTD to SINDH BANK LTD at the time of termination of agreement.

The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the SINDH BANK LTD shall pay all sums due in respect of work done and expenditure committed by M/S ASTRONTECH PVT LTD.

Upon the termination of this Agreement and payment by SINDH BANK LTD of all items properly chargeable to SINDH BANK LTD hereunder, M/S ASTRONTECH PVT LTD will give SINDH BANK LTD all reasonable co-operation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements, time or materials yet to be used all rights and claims thereto.

8. Penalty Clause:

Sindh Bank Ltd will impose a penalty on M/S ASTRONTECH PVT LTD; if M/S ASTRONTECH PVT LTD if it remain unable to resolve the prescribed hardware issue within the given timelines as agreed, which can be on per day basis of PAK Rupees 5,000/- (Five Thousands Rupees) and will be double (Ten Thousand Rupees) after five days.

9. CONFIDENTIALITY

- i. **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of M/S ASTRONTECH PVT LTD and its personnel during normal course of business / Services shall be the property of the Sindh Bank Ltd at all times and / or any of the Sindh Bank Ltd's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by M/S M/S ASTRONTECH PVT LTD.
- ii. M/S ASTRONTECH PVT LTD acknowledges that the Sindh Bank Ltd is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, M/S ASTRONTECH PVT LTD shall not disclose any data, information or other affairs of Sindh Bank Ltd's customers which may come to the knowledge of M/S ASTRONTECH PVT LTD in providing the above services. M/S ASTRONTECH PVT LTD undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of M/S M/S ASTRONTECH PVT LTD under this Agreement.
- iii. In the event of breach of this clause, M/S ASTRONTECH PVT LTD shall be liable to pay damages to the Sindh Bank Ltd and indemnifies the Sindh Bank Ltd against any injury arising out of any breach of this clause by the Sindh Bank Ltd.
- iv. This clause shall also survive after termination of this Agreement.

10. INDEMNIFICATION.

- v. M/S ASTRONTECH PVT LTD. (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the Sindh Bank Ltd and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys' fees, accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).
- i. This Article shall also survive after termination of this Agreement.

10. Ensuring Access to SBP

M/s ASTRONTECH PVT LTD and Sindh Bank Ltd will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and right to conduct on-site to M/S ASTRONTECH PVT LTD, if required.

12. Evaluation

SINDH BANK LTD will conduct a full evaluation and review its relationship with M/S ASTRONTECH PVT LTD every 3 months (quarterly), including (without M/s AstronTech PVT LTD) the performance of the Key individuals and other staff of M/S ASTRONTECH PVT LTD. Any resulting charges agreed to the Services, the remuneration or any other aspect of the Agreement shall be agreed in writing, failing which the arrangements in place at the time of the Evaluation, for instance as to M/S ASTRONTECH PVT LTD remuneration, will continue to apply.

The quality of the M/S ASTRONTECH PVT LTD Services shall be of the highest standard and shall be subject to regular review by SINDH BANK LTD. M/S ASTRONTECH PVT LTD will receive guidelines time to time from SINDH BANK LTD with respect to the service quality. The decision of SINDH BANK LTD with respect to the quality of M/S ASTRONTECH PVT LTD services shall be final.

13. Responsibility of M/S ASTRONTECH PVT LTD Staff/Employee etc.

M/S ASTRONTECH PVT LTD shall supervise as well as other law's deal with his staff directly and also ensure that all requirements of Various Labor laws of Pakistan as may be applicable to them (staff) or their establishment(s) are complied with under the Pakistani law.

As stated above the staff engaged by the M/S ASTRONTECH PVT LTD shall for all purpose is its own employees and under no circumstances would there be any employer/employee relationship between them and SINDH BANK LTD except to the extent that they may be issued ID cards for the purposes of security etc. In SINDH BANK LTD's respect M/S ASTRONTECH PVT LTD hereby undertakes to indemnify and hold SINDH BANK LTD harmless against any claims, demands or legal proceedings initiated by any persons employed by the M/S ASTRONTECH PVT LTD (or anyone appearing on behalf of AstronTech PVT LTD) in respect of unpaid wages, Workmen's Compensation claims or any other legal benefits and/or claims arising out of their relationship with M/S ASTRONTECH PVT LTD.

14. Unenforceable Provision

M/S ASTRONTECH PVT LTD shall not be entitled to assign its obligations under this Agreement without the prior written consent of SINDH BANK LTD. Moreover, M/S ASTRONTECH PVT LTD shall at all-time function and be regarded as an independent service provider upon the parties.

15. Governing Law

SINDH BANK LTD's Agreement shall be constructed in accordance with laws of Pakistan. In case of any dispute the parties will endeavor to resolve the same mutually otherwise the matter shall be forwarded to the Grievances Committee of the bank, thereafter may be dealt in accordance with the provisions of Arbitration Act 1940 and venue shall be at Karachi.

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement 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 the Agreement or its interpretation.
- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (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.



Obligation of the M/S ASTRONTECH PVT LTD :

1. The M/S ASTRONTECH PVT LTD 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 M/S ASTRONTECH PVT LTD shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh bank Ltd, and shall at all times support and safeguard the Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.
2. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the Sindh Bank Ltd & the billed amount will be deducted from the performance security/ upcoming payment due to M/S ASTRONTECH PVT LTD. Risk & subsequent cost to this effect if any will be liability of the M/S ASTRONTECH PVT LTD and any subsequent expenses on the equipment will also be borne by the M/S ASTRONTECH PVT LTD.

Extension of Time:

- Any period within which Party shall, pursuant to this agreement, 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.

Taxes and Duties

The vendor and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price.

Anti- Money Laundering Requirement:

"M/s Astrontech (Pvt) Ltd" acknowledge that they do not violate any statutory/prudential requirement on anti money laundering or record keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed SINDH BANK LTD's Agreement to become effective as of the date first above written.


For Sindh Bank Ltd
AFTAB HUSSAIN
EVP Head Information Technology
SINDH BANK LIMITED
Head Office, Karachi.

Name, Sign and Stamp



For Sindh Bank Ltd


Mr. Faran Khan

Name, Sign and Stamp

For M/s AstronTech PVT LTD


Ather Ali

Name, Sign and Stamp



For M/S Astrontech PVT LTD


Muhammad Sohail

Name, Sign and Stamp



WITNESSES:-

1.  Mr. Khalid

2.  Muhammad Yousaf



Annexure "A"

S. No.	Server Model	Serial No	Location
1	Dell Power Edge R730	840QRK2	Lahore
2	Dell Power Edge R730	841MRK2	Karachi
3	Dell Power Edge R730	5MXN7N2	Karachi
4	Dell Power Edge R730	5MWP7N2	Karachi
5	Dell Power Edge R730	5MXS7N2	Lahore

10/07/2019
GOVT OF Sindh
N/A

Signature