

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 Supply & Installation of Data Centre
- 4) TENDER NUMBER SNDB/COK/ADMIN/ID/11972021
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.35,200,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 28/05/2021 at 1130 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 4
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 4
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 29/07/2021
- 14) BID EVALUATION REPORT
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. CNS Engineering (Pvt) Ltd
- 16) CONTRACT AWARD PRICE Rs.15,418,807/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s. CNS Engineering (Pvt) Ltd
2. M/s. Pronet 3. M/s. Arwen Tech (Pvt) Ltd
4. M/s. Rewterz Information Security
- 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:

Competent Authority

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:T00531-20-0028
No	

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

Yes	Express Tribune, Daily Express & Sindhi Express (05/05/2021)
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 *Co. D. Sha. ad Begg*
Authorized Officer *EVPI/He.*
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

Save

Reset

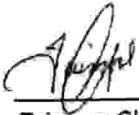
3/3

<u>Buyer Record</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	CNS Engineering	300
2	Pronet	300
3	Arwen Tech	300
4	Rewterz Information	300
Total		900

MANDATORY

1. GST/Income Tax Registration/Registration With Sindh Revenue Board
2. Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
3. Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial proforma given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
7. The Company must be in I.T. Business for Preferably 05 Years in Pakistan. (Attach documentary proof as Annexure-7)
8. Company must provide a valid & latest Manufacturer Authorization Certificate (MAF) from the Manufacturer/Principal for supply of required equipment. (Attach documentary/certificate proof as Annexure-8)

Note: 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.



Taimoor Ghausi
AVP/ Finance Division.



Ahsan Ali
VP/ Operations Div



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

PRICE SCHEDULE
(Applicable for the year 2021-2022)

Name of Bidder : **CNS Engineering**

Date: _____

S.NO	Item	Unit Price	Quantity	Amount (PKR)
1	Data Centre Core Switch	2,858,083	3	8,574,249
*Total Amount (In PKR)				Eight million five hundred seventy-four thousand two hundred forty-nine

* 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

- The total cost must include all applicable taxes, duties and other charges as mentioned in the description column, Stamp duty (as applicable under Stamp Act 1989), delivery charges upto Sindh Bank Limited branches on Countrywide Basis.
- No advance payment for supply of goods will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
- Calculation of Bid Security: 5% of the Grand Total Amount of the Financial Proposal will be submitted along with tender as Bid Security.
- In case it is reviled at any stage after supply of the goods/items that the asked specification of the tender have not been met, the amount of the supply of that specific goods will be fined to the vendor with appropriate action as deem necessary by the procurement committee.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the goods within the warranty period, the company will be liable to address it at his own cost, noncompliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
- Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the duration of the contract. SPPRA Rule 49 may please be referred.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin
- Office after 5 days of completion of bid evaluation report hoisting period 3 days) on SPPRA website.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
- 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.
- Contract agreement will be executed after deposit of 5% performance security of the total tender amount in shape of Pay Order/Bank Guarantee in favor of Sindh Bank Limited.
- Quality is ensured. In case it is revealed at any stage after supply of the items that the asked specifications of the tender have not been met, the performance security will be forfeited.
- Free backup facility in case the item is reported defective.
- Goods to be delivered have to be packed in such a way that no damage is reported by the branch on delivery. In case of any such complaint is received the bidder will replace that item at his own cost.
- If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be deducted from the performance security / upcoming payment due to supplier
- Payment will be made in Pak Rupee.

Note. There can be subsequent modification or amendment to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly.

Signature & Stamp of Bidder



CNS ENGINEERING

70-A, XX Commercial Area, Phase III
Defence Housing Authority Lahore - Pakistan
Tel: +92 42 32560257
Fax: +92 42 32560258
Web: www.cns-e.com

Building No. 40, Northern Strip
Sector E-11/2 Islamabad - Pakistan.
Tel: +92 51 2706630, 2706631
Fax: +92 51 2706632
Web: www.cns-e.com

House 43/16-D, Block-6
R.E.C.H.S Karachi - Pakistan
Tel: +92 21 34313977
Fax: +92 21 34380899
Web: www.cns-e.com

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member- IDBL

Date:

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2021-2022)

Name of Bidder

WATER

S.NO	Item	Unit Price	Quantity	Amount (PKR)
1	Data Centre Core Switch	2,523,594	3	7,570,781/2
*Total Amount (In PKR)				

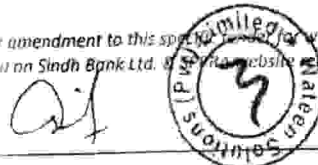
* This amount will be considered as only the "Bid Offered". Whereas be apprised that the successful bidder will be the one whose "Evaluated Bid" is the lowest. (For further clarification refer Note. 6 below).

Note

- The total cost must include all applicable taxes, duties and other charges as mentioned in the description column, Stamp duty (as applicable under Stamp Act 1989), delivery charges upto Sindh Bank Limited branches on Countrywide basis.
- No advance payment for supply of goods will be made, bills are only be processed for necessary payment on receipt of a certificate of delivery/satisfaction from the branch manager.
- Calculation of Bid Security 5% of the Grand Total Amount of the Financial Proposal will be submitted along with tender as Bid Security.
- In case it is reviled at any stage after supply of the goods/items that the asked specification of the tender have not been met, the amount of the supply of that specific goods will be forfeit to the vendor with appropriate action as deem necessary by the procurement committee.
- Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the goods within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment or cancellation of tender as will be decided by the Procurement Committee.
- Lowest evaluated bid is going to be the criteria for award of contract rather than considering the lowest offered bid, encompassing the lowest whole sum cost which the procuring agency has to pay for the duration of the contract. SPPRA Rule 49 may please be referred.
- All conditions in the contract agreement attached as Annexure G are part of this tender document.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report (holding period 3 days) on SPPRA website.
- In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
- In case of over writing/erasing/use of white-out 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.
- Contract agreement will be executed after deposit of 5% performance security of the total tender amount in shape of a Bank Order/Bank Guarantee in favor of Sindh Bank Limited.
- Liability is entered in case it is reviled at any stage after supply of the items that the asked specifications of the tender have not been met, the performance security will be forfeited.
- Backup facility is to be the item is reported defective.
- Goods to be delivered have to be packed in such a way that no damage is reported by the branch on delivery. In case of any such complaint is received the bidder will replace that item at his own cost.
- If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be deducted from the performance security / upcoming payment due to supplier.
- Payment will be made in Pak Rupee.

Note: There can be subsequent modification or amendment to this specification for which it is advised to keep yourself abreast with the notification being posted on Sindh Bank Ltd. & SPPRA website regularly.

Signature & Stamp of Bidder



Annexure "G"

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IDBL

Date:

12. AGREEMENT

This Agreement is made on this 28th day of May' 2021,

Between Sindh Bank Limited having its head office at 3rd Floor, Federation House, Clifton, Karachi (hereinafter called the Purchaser)

And

M/S. Allied Business Machines PVT Limited having its registered office at Plot No.SB-20, Block-1 KDA Scheme 36, Karachi East Gulshan Town.

(Here in after called the Vendor).

WHEREAS the Vendor is the dealer/supplier/manufacturer of Huawei International (Goods).

AND WHEREAS the Bank is inclined to purchase the Goods as detailed below on the terms and conditions laid down hereinafter for the supply of Supply and Installation of Data Center Core Switch for the BANK of total sum Amounting **PKR 8,123,040.00 (Eight Million One Hundred Twenty-Three Thousand and Forty Rupees)**

Detail of items are as follows.

S.No	Product	Quantity	Unit Price – PKR	Total Price - PKR
1	Huawei CloudEngine 16800 Core Switch	03	2,331,680	6,995,040.00
2	Support & Services	03	376,000	1,128,000.00
Total Price Inclusive of All Taxes				PKR 8,123,040.00

Terms & Conditions:




1. The vendor will provide the performance security in the form acceptable to the Bank. for the 10% of the order value for the period of 90 days from the date of Submission of performance security. In case Vendor does not fulfil its commitments, the bank reserves the right to enforce the performance security. All terms & condition of the tender documents are part of this agreement
2. The vendor shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Bank within **8-10** weeks from the date of receipt of Purchase Order.
3. The bank will have the option to enforce the performance bond on happening of any one or all the following events.
 - a. If the vendor fails to deliver the Goods as per agreed Schedule.
 - b. If the vendor fails to get the Goods inspected by the Technical Committee.
 - c. If the Goods supplied by the vendor fails to perform as per Banks requirement.



ATTENDANCE SHEET
BID OPENING -

FOR SELECTION OF Supply & Installation of Data Center Core Switch

Date: 28.05.2021

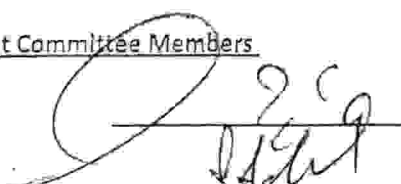
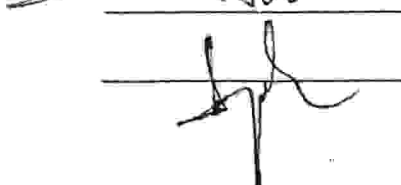

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	CNS Engineering	Yaseen Zubair	0321 9797476	45-14/D PECHS KANUN	
2	ALLIED BOLLER MACHINES	(AJJAI) MAQBUL	800300 934522	1B20, GULSHAN IQBAL	
3	WATEEN	ASIF HUSSAIN	0322-3902067	6th Floor, PARSA TOWER	

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

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

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply & Installation of Data Center Core Switch

TYPE OF TENDER

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

OPENING DATE

28-05-21

OPENING TIME

1200 hours

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

<u>NAME</u>	<u>FIRM</u>

L BIDS ACCEPTED FOR EVALUATION

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS

Head - Fin Div.

Head - Admin Div.

Member-IOBL

Date:

PC-ADMIN



Annexure "D"

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

CNS Engineering [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: _____



CNS ENGINEERING

70-A, XX Commercial Area, Phase III
Defence Housing Authority, Lahore - Pakistan
Tel.: +92 42 32560257
Fax: +92 42 32560258
Web: www.cns-e.com

Building No. 40, Northern Strip
Sector E-11/2 Islamabad - Pakistan
Tel.: +92 51 2706630, 2706631
Fax: +92 51 2706632
Web: www.cns-e.com

House 43/16-D, Block-6
P.E.C.H.S Karachi - Pakistan
Tel.: +92 21 34313977
Fax: +92 21 34380899
Web: www.cns-e.com



PURCHASE ORDER

PO No: 219

Date: 24-08-2021

M/s CNS Engineering (Pvt) Ltd,
House No.43/16-D, Block-6,
P.E.C.H.S,
Karachi.

Subject: Supply and Installation of Data Center Firewalls

Dear Sir,

With reference to the Tender Bid SNDB/COK/ADMIN/TD/1197/2021 dated 05-05-2021 for Supply and Installation of Data Center Firewalls 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.

Kindly proceed as per tender document. Further detail is as follows.

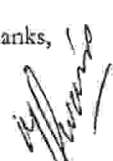
S.No	Product	Unit Cost in (PKR) (Including All Taxes)	Qty	Total Price (PKR) (Including All Taxes)
1	Cisco Firepower FPR-4112 (Specification as per tender document)	5,139,602	03	15,418,807/-


Terms & Conditions

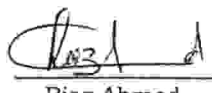
Payment Terms as per Agreement.


Taxes/Deduction Above prices are inclusive of all taxes.

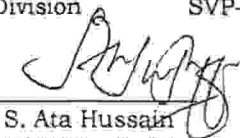
Thanks,

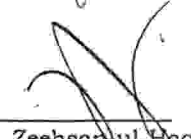

Sarfaraz Waris
AVP-I/IT Division



M. Faraz Khan
AVP-II/I.T. Division


Riaz Ahmed
SVP/I.T Division


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


S. Ata Hussain
EVP/Head of IT


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


Shoaib
30-08-21
03461010578

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

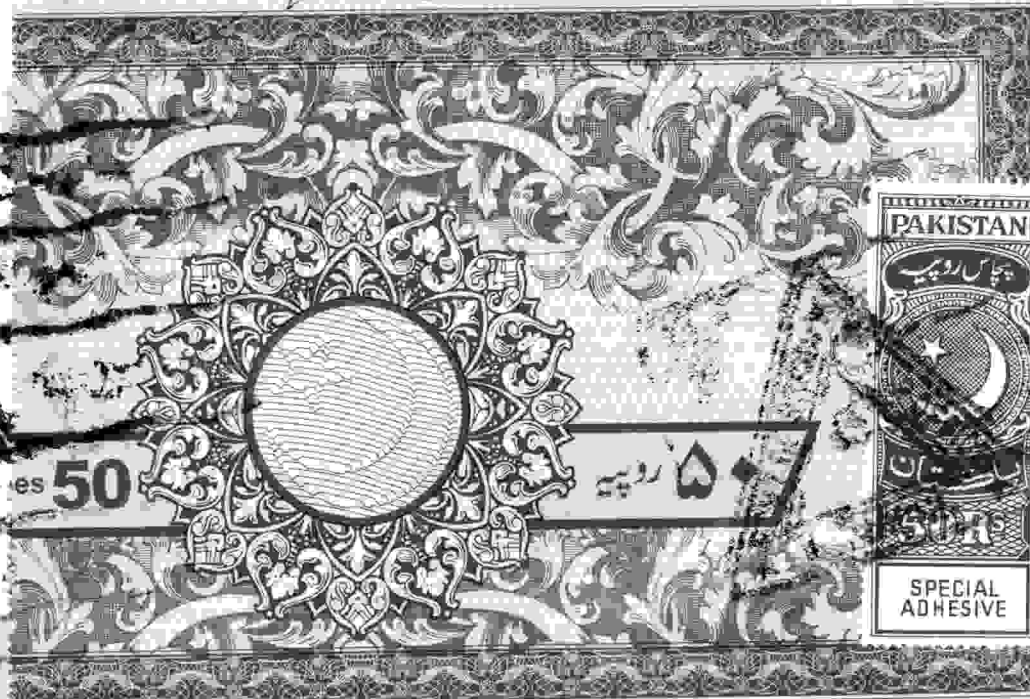
+92-21-111-333-255 : یو ایس این
+92-21-358 29394 : فون
+92-21-358 70543 : فیکس
+92-21-358 40573 : ویب

سندھ بینک لمیٹڈ

ہیڈ آفس: 3rd فلوئر، فیڈریشن ہاؤس،

عبداللہ شاہ غازی روڈ، کلifton، کراچی-75600۔ پاکستان

11-11-2019 10:11:11 AM



 Nelson A. Rockefeller Library

116 AUG 2011

10000
PAKISTAN 100

7-8-21
27 AUG 2021

FOR THIS SERVICE LEVEL AGREEMENT ("Agreement") is made at Karachi on this 24th day of August, 2021 and shall be deemed to be effective from 24-08-2021 (Effective Date) till, 24-08-2022 (Termination Date) by and between.

BY AND BETWEEN

Sindh Bank Limited, a Banking company incorporated under the laws of Pakistan and having its registered office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi and its operational Branch/ Site office at Same as mentioned above (hereinafter referred to as "**SNDB**" which expression shall, wherever the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the one part;

AND

CNS Engineering, a Sole Proprietor company incorporated under the laws of Pakistan and having its registered office 70A, XX Commercial, Phase-III, D.H.A Lahore (hereinafter referred to as "**CNSE** " which expression shall, wherever the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the other part.

CNSE and SNDB may hereinafter collectively be referred to as the “Parties” and singly as “Party”).

his



RECITALS

WHEREAS,

- A M/s CNS Engineering having resources, necessary infrastructure, approvals and skills to provide the Services to SINDH BANK LIMITED as detailed herein; Annexure A and
- B SNDB is a Banking company desirous of hiring the Services (defined in Annexure A);
- C SNDB has agreed to avail the Services from CNS Engineering on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires:
 - References to Clauses and Appendices are references to clauses and appendices of this Agreement;
 - Words importing one gender include the other gender;
 - References to persons include bodies corporate, firms and unincorporated associations;
 - The singular includes the plural and *vice versa*;
 - References to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it; The recitals to this Agreement shall form an integral part hereof; and
 - The headings in this Agreement are for the purpose of reference only and shall be ignored in the interpretation of this Agreement.
- 1.2 In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:
 - “**Agreement**” is defined in the preamble;
 - “**Confidential Information**” is defined in Clause 5.1;
 - “**Force Majeure Event**” is defined in Clause 7.1;
 - “**Parties**” is defined in the preamble;
 - “**Party**” is defined in the preamble;
 - “**Payment Schedule**” means the aggregate charges for the Services calculated in accordance and set out in **Annexure B** of this Agreement; and
 - “**Services**” means the services to be provided by CNS Engineering to SNDB under this Agreement as set out in detail under **Annexure A** of this Agreement;

2. TERM AND TERMINATION

- 2.1 All terms and condition of the tender documents will remain part of this agreement.
- 2.2 This Agreement shall be deemed to be effective from DATE 24-08-2021 and shall remain in full force and effect until DATE 24-08-2023, unless terminated earlier by either Party in terms of clause 2.3 below.



- 2.3 Contract agreement is extendable / renewable upto 2 years only on mutual written understanding on same terms & conditions and rates.
- 2.4 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 because of Force Majeure.
- 2.5 This Agreement may be terminated by either Party by giving sixty (60) days prior written notice to the other Party. However, SNDB may forthwith terminate this Agreement with / without assigning any reason(s) or / and upon the occurrence of any one of the following events, without prejudice to any of its rights under this Agreement or any applicable laws:
- 2.6 Any petition being presented or a resolution being passed for liquidation (whether compulsory or voluntary, not being merely a voluntary liquidation, for the purposes of amalgamation or reconstruction) or insolvency or appointment of receiver of the assets or undertaking or any part thereof of _____; or
- 2.7 CNS Engineering suspends its business or loses the right to undertake the Services business; or
- 2.8 CNS Engineering suspends payment of its debts or admits (or is deemed to have admitted) its inability to pay its debts; or
- 2.9 CNS Engineering engages in any conduct prejudicial to the image and goodwill of SNDB.
- 2.10 In the event of any material breach by either Party of its obligations hereunder, the breaching party shall have thirty (30) days from receipt of notice from the non-breaching party to rectify the breach after which time this Agreement shall stand terminated.
- 2.11 Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.
- 2.12 If the either party engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 2.13 If, as the result of Force Majeure, the CNS Engineering is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- 2.14 If the either party, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- 2.15 If issued two (2) warning letters /emails by either party for unsatisfactory current performance.
- 2.16 Any notice, request or consent required or permitted to be given or made pursuant to this agreement 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 given address.
- 2.17 A party may change its address for notice by giving a notice to the other Party in writing of such change.
- 2.18 CNS Engineering will not assign its job to anyone, except prior written permission of SNDB.

3. SERVICES / OBLIGATIONS OF CNS Engineering

- 3.1 CNSE shall provide the Services as set out under **Annexure A** attached hereto.
- 3.2 CNSE 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. CNSE shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the SNDB, and shall at all times support and safeguard the SNDB legitimate interests in any dealing with Sub-Suppliers or third Parties.

- 3.3 If the obligation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by SNDB & the billed amount will be deducted from the performance security/ upcoming payment due to _____. Risk & subsequent cost to this effect if any will be liability of the _____ and any subsequent expenses on the equipment will also be borne by the _____.

4. PAYMENT TERMS

- 4.1 In consideration of the covenants and agreements to be kept and performed by CNSE and for the faithful performance of this Agreement, SNDB shall pay and CNSE shall receive and accept (as full and final compensation for the Services furnished by CNSE under this Agreement) the payments as per **Annexure B** attached hereto.
- 4.2 It is expressly agreed between the Parties that the payment to be made by SNDB to CNSE for the Services rendered shall be fixed price during the entire duration of this Agreement without any revisions or negotiations in the price during the tenure of this Agreement. However after the tenure of this Agreement, the rates may be revised with mutual consent.
- 4.3 All or any payment(s) to be made by SNDB to CNS Engineering shall be made subject to deduction of applicable taxes and levies.
- 4.4 CNS Engineering 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.
- 4.5 CNS Engineering shall provide the performance security in the form acceptable to SNDB for the 10% of the tender value for the period of 1 Year from the date of Submission of performance security. In case CNS Engineering does not fulfill its commitments, SNDB reserves the right to enforce the performance security.
- 4.6 SNDB shall be entitled to set off against and deduct and recover from any fees or other sums payable by SNDB to CNS Engineering at any time, any tax, levy or other amount whatsoever which may be required to be deducted by order of any Court / Authority or under any law now existent or which may come into existence during the currency of this Agreement as well as any and all amounts which may be or become payable by CNSE to SNDB under this Agreement or pursuant thereto.
- 4.7 The payments to be made to CNS Engineering in terms of this Clause 4 shall constitute the entire remuneration to CNS Engineering in connection with the Services provided under this Agreement and neither CNS Engineering nor its personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this Agreement or to the discharge of the Services hereunder.

5. CONFIDENTIALITY

- 5.1 Any / All information concerning SNDB which is provided to CNS Engineering and vice versa in connection with this Agreement ("Confidential Information"), shall be kept confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees and, without the prior written consent of the other, each shall not:
- 5.2 distribute or disclose any of the Confidential Information in any manner whatsoever; or
- 5.3 permit any third party access to the Confidential Information; or
- 5.4 use the Confidential Information for any purpose other than as agreed in prior writing by the Party providing the information.
- 5.5 In the event that the receiving party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a Court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending party of the existence, terms and circumstances



surrounding such a report, prior to disclosing any such information, so that the sending party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:

- 5.6 has become generally available to the public through no fault or action of the receiving party; or
- 5.7 is in the possession of the receiving party prior to the date hereof, provided that such information is not known by the receiving party to be subject to another confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending party; or
- 5.8 is or becomes available to the receiving party on a non-confidential basis from any third party, the disclosure of which to the receiving party does not violate any contractual, legal or fiduciary obligation such third party has to the sending party.
- 5.9 Without limiting the generality of the foregoing, neither Party will publicly disclose the existence of or the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing party, save for when destruction of such information would result in an impediment in the receiving party's performance of this Agreement. In such an event, the receiving party shall promptly inform the disclosing party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and shall survive the termination of this Agreement.
- 5.10 These clauses, shall also survive after termination of this Agreement.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 6.1 In the event of any breach by CNS Engineering of its obligations, warranties and / or responsibilities under this Agreement, CNS Engineering shall hold SNDB, its subsidiaries, affiliates, officers, directors, employees and representatives harmless and indemnified from and against any and all losses (including without limitation any personal injury or death of any person), damages, claims, costs, liabilities, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon SNDB or its subsidiaries, affiliates, officers, directors, employees and representatives.
- 6.2 CNS Engineering shall maintain the highest professional code of conduct in its dealings. CNS Engineering its partners, employees, contractual staff etc. shall be responsible for any loss, delay or inconvenience caused to SNDB by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to SNDB under this Agreement or any other applicable laws.
- 6.3 Without prejudice to the generality of the other provisions hereof, SNDB shall not be liable or responsible in any manner whatsoever in the event of any personal injury, including death caused to, including but not limited to the airline passengers, cabin crew, airline staff, airport staff or any other third party due to the provision of CNSE's Services or for losses, claims, damages whatsoever or howsoever caused, legal proceedings (if any), arising directly or indirectly in connection with the Services. Notwithstanding the generality of the above, SNDB expressly excludes liability for claimed consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings.

6.4 These clauses shall also survive after termination of this Agreement

7. **FORCE MAJEURE**

7.1 Parties shall not be liable nor responsible for any non-performance of any obligation or losses arising out of any delay in or interruption of the performance of its obligations under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including but not limited to, acts of God, act of governmental authority, act of the public enemy or due to war or terrorism, the outbreak or escalation of hostilities, riot, civil commotion, insurrection, labor difficulty in relation to a third party (including without limitation, any strike or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause ("**Force Majeure Event**").

7.2 Upon the happening of a Force Majeure Event which continues for more than fourteen (14) days, SNDB may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure Event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure Event.

7.3 In the event that the Services or any part thereof is suspended on account of any Force Majeure Event, no fees shall be payable pursuant to this Agreement for the Services or any part thereof throughout the duration of such event but SNDB shall continue to pay in accordance with Clause 4 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension.

8. **MEDIATION / ARBITRATION / DISPUTE RESOLUTION**

8.1 The Parties expressly agree that the dispute settlement procedure mentioned in this Clause 8 shall be a condition precedent to any action of law.

8.2 Any and every dispute, difference or question which may arise between the Parties to this Agreement shall be first settled by the Parties by an attempt at amicably settling the dispute through mutual negotiations.

8.3 In case the Mediation fails, the dispute shall be referred to Arbitration in accordance with the Arbitration Act 1940 and any applicable rules made there under for the time being in force, for the equitable decision of two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be at Karachi and the arbitration proceedings shall be conducted in English language.

9. **GOVERNING LAW AND JURISDICTION**

9.1 Subject to Clause 8 above, this Agreement shall be governed by and construed in accordance with the laws of Pakistan. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties irrevocably submits to Civil/ Criminal jurisdiction of the competent Courts of Karachi, Pakistan.

10. **SEVERABILITY**

10.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

11. **THIRD PARTY RIGHTS**

11.1 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.



12. NOTICES

12.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing and served to a Party at its address as specified in this Clause 12 (or any other address it has notified to the other Party in accordance with this Clause 12) as follows: by hand; by registered post; or by other electronic method of communication agreed in writing from time to time between the Parties.

12.2 Notices or communications sent by registered post will be deemed to have been served on the date that such mail is delivered or delivery is attempted. Notices or communications sent by fax will be deemed to have been served on the day of transmission if transmitted before 4.00pm in the time zone of receipt but otherwise on the next day. In all other cases, notices and communications will be deemed to have been served on the day when they are actually received.

12.3 Notices will be sent to:

Notices to Sindh Bank Limited will be sent to:

Attention: Information Technology Division
Address: 3rd Floor, Federation House, Clifton, Karachi.
Fax: 35870543

Notices to CNS Engineering will be sent to:

Attention: ICT-Department
Address: 43/16-D, Block-6, P.E.C.H.S, Karachi, Pakistan
Fax: 92.42.35832571

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

12.5 **Conflict of Interest:** CNS Engineering shall hold the SNDB's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

13. AMENDMENTS

13.1 This Agreement may only be amended / modified in prior writing and signed by both Parties.

14. WARRANTIES AND REPRESENTATIONS

14.1 Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.

14.2 Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or (d) any arrangement whereby it has not paid any collateral amounts to the other Party or any of its officer with regard to the award of contract hereunder or its performance.

14.3 Both Parties will use all reasonable care, skill and diligence in carrying out their obligations, duties and responsibilities under this Agreement.



- 14.4 Any and all intellectual property rights (legal and beneficial) accruing and attributable to a Party during the course of performance of its respective obligations under this Agreement shall vest in and with that Party.
- 14.5 Each Party represents and warrants to the other Party that there are no material actions, legal or administrative which adversely affects its ability to execute and perform its obligations under this Agreement.
- 14.6 CNS Engineering acknowledges that SNDB has entered into this Agreement on the basis of the representations and undertakings made by CNS Engineering throughout this Agreement.

15. USE OF NAMES, LOGOS AND REPORTS

- 15.1 Unless otherwise required by this Agreement, none of the Parties shall use, or disclose to third parties, the names, logos or reports of each other without the prior written consent of the concerned Party.

16. INTELLECTUAL PROPERTY

- 16.1 CNS Engineering agrees it shall not use any of SNDB's names, logos, trademarks, trade secrets, copyrights, patents, designs and other intellectual property rights without the prior express written consent of SNDB.
- 16.2 Without prejudice to the other provisions of this Agreement, any infringement of intellectual property rights by CNS Engineering in respect of any such items shall be deemed to be a material breach of a condition of this Agreement and shall entitle SNDB to terminate this Agreement forthwith upon prior written notice to CNS Engineering

17. COMPLIANCE WITH LAWS

- 17.1 CNS Engineering shall comply with all applicable laws, ordinances, regulations, and codes concerning CNS Engineering's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

18. Anti- Money Laundering Requirement:

- 18.1 CNS Engineering 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.

19. RIGHTS TO AUDIT AND INSPECTION

- 19.1 CNS Engineering agrees, upon prior written reasonable notice, to allow SNDB, its auditors and / or regulators (including State Bank of Pakistan), to inspect, examine and audit any operational and business records of CNS Engineering which are directly relevant to the Services as set forth in this Agreement.

20. UNAUTHORISED SOLICITATION OF EMPLOYEES

- 20.1 During the term of this Agreement neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full time employee of such Party or engaged by the third party contractor providing services to such Party.

21. NON-AGENCY

- 21.1 In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

haz

Signature



22. ASSIGNMENT AND SUB-LETTING

- 22.1 This Agreement is personal in nature, and cannot be assigned by CNS Engineering without prior written permission of SNDB however, shall have the right to assign this Agreement to any third party after proper written approval of SNDB.
- 22.2 CNS Engineering shall have no right to sublet or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of SNDB.

23. TIME OF ESSENCE

- 23.1 CNS Engineering understands that time is of the essence of this Agreement and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to SNDB, immediately commencing from the date of signing of this Agreement.

24. WAIVER

- 24.1 No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

25. COUNTERPARTS

- 25.1 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

- 26.1 These terms and conditions constitute the entire agreement between the Parties and supersede all prior communications, proposals, understandings and agreements, written or oral between the Parties with respect to the subject matter of this Agreement.

27. Penalty

In case of failure to supply the requisite within 7 working days after the delivery time, penalty of Rs.1,000/- per day may be charged.

IN WITNESS WHEREOF the Parties, acting through their duly authorized representatives, have put their respective hands on this Agreement on the day month and year hereinabove mentioned.

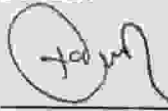
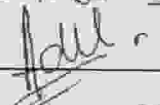



For and on behalf of
CNS Engineering
Name: Hasan Qasim
Designation: Vice President
Seal:



For and on behalf of
Sindh Bank Limited
Name: Syed Ata Hussain
Designation: Head, Information Technology
Seal:

WITNESSES:

1. 
Yasin Zubair
Sr. IT Officer
2. 
Manager
M. Adil

WITNESSES:

1. 
RIAZ AHMED
Sindh Bank IT
2. 
SYED ZEESHAN-UL-H.
BVP Information Technology
SINDH BANK LIMITED.
Head Office, Karachi.



ANNEXURE A

SERVICES / OBLIGATIONS OF

- CNS is responsible to maintain the equipment in proper working condition.
- CNSE will provide all the services based on severity level
- CNSE will be responsible to upgrade equipment with Software Updates released by the manufacturer related to the supplied equipment, if recommended.
- If a complaint is lodged during Coverage Hours, CNSE will respond to that request and provide solution based on severity level.
- CNSE will be responsible to undertake changes / additions in reconfiguration of supplied equipment. Any equipment not listed in this SLA will not be considered as part of this SLA.
- CNSE provide following services Planning, designing, deployments, upgrades and optimization to ensure a highly available, scalable, and secure infrastructure.
- CNSE will provide Onsite support for configuration hardware mentioned in Annex C.
- CNSE will provide facilitation in case of the RMA Process

ANNEXURE B

PRICE SCHEDULE

S.No.	Item	Unit Price	Qty	Amount (PKR)
1	Data Centre Firewall – Cisco FTD 4112	5,139,602	3	15,418,807
Total Amount (In PKR) Inclusive of All Taxes				15,418,807

PAYMENT SCHEDULE

- Payment 50% on Delivery
- Payment 25% on mid of Deployment
- Payment 25% After Deployment

ANNEXURE C

LIST OF EQUIPMENT

Below mentioned is the list of Equipment's covered under this SLA with Serial No, Model and Deployed Location.

S.N	Serial #	Model	Deployed Location	Feature / Licenses	Start Date	End Date
1		FPR4112-NGFW-K9	2x Unit in HQ	Cisco FPR4112 Threat Defense Threat and Malware		
2		FPR4112-NGFW-K9	1 x unit in DR	Cisco FPR4112 Threat Defense Threat and Malware		



ANNEXURE D

ESCALATION MATRIX

ESCALATION MATRIX (CNS Engineering)

Escalation 1st Level (response time 2 Hour)

Position	Name	Email	Office	Cell
Waqas Zubair	Team lead Technical - ICT	Waqas.Zubair@cns-e.com	KHI	0346-1010723
Shafqat Ali	Team lead Technical - ICT	Shafqat.ali@cns-e.com	LHR	0346-1010710

Escalation 2ndLevel (response time 4 Hour)

Position	Name	Email	Office	Cell
Yasir Zubair	Sr.Manager ICT	Yasir.Zubair@cns-e.com	KHI	0321-9797474
Wasif Majeed	Sr.Manager ICT	Wasif. Majeed @cns-e.com	LHR	0321-8457648

Escalation 3rdLevel (response time 24 Hour)

Position	Name	Email	Office	Cell
Hasan Qasim	VP –South	Hasan.qasim@cns-e.com	KHI	0321-8407244

