SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

			SINDH BANK LIMITED/ADMINISTRATION
1)		OF THE ORGANIZATION / DEPTT.	SCHEDULED BANK
2)		CIAL / LOCAL GOVT./ OTHER OF CONTRACT	Supply & Installation of Data Centre Core Switch
3)		R NUMBER	SNDB/COK/ADMIN/TD/1198/2021
4) 5)		DESCRIPTION OF CONTRACT	Same as above
5) 6)		THAT APPROVED THE SCHEME	Competent Authority
7)		R ESTIMATED VALUE	Rs.35,040,000/-
8)	(For civi	ER'S ESTIMATE I works only)	
9)	ESTIMA	TED COMPLEXION PERIOD (AS P	
10)		R OPEN D ON (LATE & TOE)	28/05/2021 at 1200 Hrs
11)		R OF TEN SPREACCULENTS SOLE ist of buyers)	3
		R OF BIDS RECEIVED	
13)	NUMBE	ER OF BIDDERS PRESENT AT T	TIME OPENING OF BIDS
14)	BID EV	ALUATION REPORT	
15)	NAME	AND ADDRESS OF THE SUCCESSF	UL OD R M/s. Vateen Solutions Pvt Ltd
16)) CONTR	ACT AWARD PRICE	Rs.7,570,7.4/-
17) RANKI (i.e. 1 st ,	NG OF SUCCESSFUL BIDDER IN E 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT 1. M/s. Wateen Solution (1) Ltd
			2. M/s. Allied Business (Pvt) Ltd
			3. M/s. CNS Engineering (Pvt) Ltd
18) METHO	D OF PROCUREMENT USED : - (T	ick one)
	a)	SINGLE STAGE – ONE ENVELOP	E PROCEDURE Domestic/ Local
	b)	SINGLE STAGE – TWO ENVELOP	E PROCEDURE
	c)	TWO STAGE BIDDING PROCEDU	RE
	d)	TWO STAGE - TWO ENVELOPE E	BIDDING PROCEDURE
		PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTIN	METHOD OF PROCUREMENT WAS ADOPTED i.e.

19) APF	PROVING AUTHORITY FOR AWARD OF CONT	FRACT	
20) WH	ETHER THE PROCUREMENT WAS INCLUDED	O IN ANI	NUAL PROCUREMENT PLAN?
21) AD'	VERTISEMENT :	·	r
i)	SPPRA Website	Yes	SPPRA NIT ID:T00531-20-0028
,	(If yes, give date and SPPRA Identification No	o.)	
		r	
ii)	News Papers (If yes, give names of newspapers and dates)	Yes	Express Tribune, Daily Express & Sindhi Express (05/05/2021)
		No	
		110	
22) NA	TURE OF CONTRAC		Domestic/ Local / Int.
23) WH	IETHER QUALIFICATION CRIPT		
Ú WA	AS INCLUDED IN BIDDING / TENDER (COL) yes, enclose a copy)	ENTS?	
(11)	yes, enclose a copy)		Yes ✓ No
24) WH	ETHER BID EVALUATION CRITERIA		Yes 🖌 No
	AS INCLUDED IN BIDDING / TENDER DOCUM yes, enclose a copy)	TS?	
	•		
25) WH ME	ETHER APPROVAL OF COMPETENT AUTHO THOD OTHER THAN OPEN COMPETITIVE BI		AS OBT A D FOR USING A
26) WA	AS BID SECURITY OBTAINED FROM ALL THE	BIDDEI	RS? Yes 🖌 No
		F F 1 / A I I	
	HETHER THE SUCCESSFUL BID WAS LOWEST D / BEST EVALUATED BID (in case of Consultand		JATED Yes V No
			LY Yes 🗸 No
	HETHER THE SUCCESSFUL BIDDER WAS TEC MPLIANT?	HNICAL	LY Yes No
	HETHER NAMES OF THE BIDDERS AND THE IE TIME OF OPENING OF BIDS?	IR QUO	
IH	THME OF OFFICIALO OF DID3;		Yes 🗸 No
,	HETHER EVALUATION REPORT GIVEN T	O BIDE	DERS BEFORE THE AWARD O
	NTRACT? ttach copy of the bid evaluation report)		

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	·	
 ANY COMPLAINTS RECEIVED (If yes, result thereof) 	Yes	
	ΝοΝο	
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	
\frown	No No	
34) DEVIATION FROM QUALIFE ATION CRITERIA (If yes, give detailed reasons.)	Yes	
	No No	
35) WAS IT ASSURED BY THE PROCURING A ENC BLACK LISTED?	Y THAT THE SELECTED FIRM IS NOT	Г]
BE ASCERTAINED REGARDING FINANCING	T, IF A ROAD:	E C
(If yes, enclose a copy)	Yes No V	
37) WERE PROPER SAFEGUARDS PROVIDED ON M THE CONTRACT (BANK GUARANTEE ETC.)?	Yes No	
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
mon mn)? (No no	
Signature & Official Stamp of Lt Col (R) Shahzad Begg Authorized Officer <u>EVP/Head of Administration</u> SINDH BANK LIMITED	29/21	
OR OFFICE USE ONLY		

1 Tele: 021-9205356; 021-9205369 & Fax: 0

Buyer Record				
S.No	Company Name	AMOUNT DEPOSITED		
1	Wateen Solution	300		
2	Allied Computer	300		
3	CNS Engineering	300		
	Total	900		

Г			Bid	Evaluation R	leport				
			Supply and Insta	llation of Data (Center Core Switch				
ſ	1	Name of I	Procuring Agency	Sindh Bank Ltd.					
	2	Tender Re	ference No.	SNDB/COK/ADM	(IN/TD/1198/2021				
Γ	3	Tender De	escription	Supply and Install	ation of Data Center Core Switch	1			
ľ	4	Method of	Procurement	Single Stage One I	Envelop Bidding Procedure				
F	5	Tender Pu	blished & SPPRA S. No.	SPPRA S No. T00531-20-0028 Date:05-05-2021(The Express Tribune, Daily Express, Daily Sindh Express)					
	6	Total Bid	Documents Sold	03					
	7	Total Bids	Received	03	· · · · · · · · · · · · · · · · · · ·				
[8	8 Technical Bid Opening Date			28/05/2021 Time: 1200 Hours				
Γ	9	Financial Bid Opening Date		28/05/2021 Time: 1200 Hours					
Γ	10	No of Bid	Technically Qualified	04					
	11	Bid(s) Rej		0		<u> </u>			
S. No.	Name of Co	mpany	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.35,040,000/-)	Resson for Acceptance/ Rejection	Remarks		
0	1	1	2	3	4	5	6		
	M/s Wateen S (Pvt) L		Rs. 7,570,781/- @ Rs.2,523,594/-per unit	14 Lowest Bidder	Rs.27,469,219/- Below with the estimated cost		Being the satified Bidder		
2	M/s Allied E Machines (F		Rs. 8,123,040/- @Rs. 2,707,680/-per unit	2 nd Lowest Bidder	Rs. 26,916,960/- Below with the estimated cost	2 nd Lowe	st Bidder		
3	M/s CNS Eng (Pvt) Lin		Rs.8,574,249 /- @ Rs.2,858,083/-per unit	3 rd Lowest Bidder	Rs.26,465,751/- Below with the estimated cost	3 rd Lowe	st Bidder		

<u>Note:</u> M/s Wateen Solutions is selected for Supply and Installation of Data Center Core Switch to Sindh Bank Ltd 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, IDBL, KHI -AVP - Member

Signature

M/s water Super (Ad) Ud

Fren My No. SH DAJCON/Admin/TD/198/2021

Eligibility Criteria

- 1. Bidder must be registered with Income Tax and Sales Tax Department and must appear on Active Taxpayer List of FBR.
- 2. Bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan
- 3. Bidder must have Annual Turnover of at least PKR 100 Million in last Three (03) financial years. Audited Financial reports or Tax Statements to be submitted with the proposal.
- 4. Bidder/OEM proposed solution must be deployed in at least One (01) commercial Banks during last three years.
- 5. OEM must have presence in Pakistan since last Ten (10) years.
- 6. Bidder must have successfully done One (01) deployments of Core Switch in commercial Banks last three years.
- 7. Bidder must have service and support office in at least three (03) major cities of Pakistan including Karachi.
- 8. Bidder must not be blacklisted by any government, semi-government, or private organization.
- 9. Bidder must submit OEM authorization letter for this specific procurement
- 10. Quoted hardware solution must have end of life beyond five (05) year at the time of submission
- 11. Bidder must be in relevant IT business since last Five (05) years.
- 12. Bidder must have at least two professional level certified resource on proposed OEM
- 13. The proposed product must be recognized as a "Leader/Challenger" at-least once in last three (03) years of Gartner Magic Quadrant for Data center Networking.
- 14. Bidder must provide technology roadmap of the quoted solution for migration to Software defined Data Center with the proposed hardware/switches.
- 15. Required quantities of Core Switch is three (03). Two (02) will be deployed in Primary data center in Queepid High Availability (HA) and a One (01) will be deployed in DR.

ELIGIBILTY CRITERIA NOTE

- 1. If company not active Tax payer it will consider as a disqualified (Attached Proof as Annexcure-6).
- 2. There can be a subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
- 3. 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.
- 4. Bank reserves the right to verify all or any documents from the source, submitted in the bid as per
- SPPRA rule # 30(1). 5. Bank reserves the right to verify the equipment from the principle at any time to ensure that the supply of equipment is genuine, original, new and that its specification are the same as described in the bid. In case of any fake/refurbished equipment, the company may be subject to legal proceeding as per SPPRA rule # 30(1).
- 6. Company will be considered disqualified if specification of the Network Equipment quoted does not meet the specification given in the tender document.
- 7. Company shall supply Goods as per specifications and upon the recommendations of the Technical/Standardized Committee appointed by the Bank within 8 to 10 weeks from the date of receipt of purchase order. In addition to that Rs. 500/- per day will be fined after 10 days and Rs. 1,000/per day will be fined after 20 days.

Taimoor Ghausi AVP/ Finance Division.

Ahsan Ali VP/ Operations Div

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

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.
- 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)
- 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)

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

Taimoor Ghausi AVP/ Finance Division. Ahsan Ali VP/ Operations Div

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Talmoor Ghausi AVP/ Finance Division.

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VP/ Operations Div

Ahsan Ali

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

M/s Allied Buimens Machins

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Taimoor Ghausi AVP/ Finance Division. Ahsan Ali VP/ Operations Div

S. Zeeshan-ul-Haq

SVP/ I.T. Division

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Taimoor Ghausi AVP/ Finance Division.

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Ahsan Ali VP/ Operations Div

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



S) GNATURE MEMBEI	RS-PC-ADMIN
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PRICE SCHEDULE

Name of Bidder : CNS Engineering

	Bluder . CNJ Engineering		liate:	
S.NO	ltem	Unit Price	Quantity	Amount (PKR)
	Data Centre Core Switch	2,858,083	3	8,574,249
·		tal 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 1.
- No advance payment for supply of goods will be made, bills are only be processed for necessary payment on receipt of 2. 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 3. 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 A 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 S. 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. 6.
- All conditions in the contract agreement attached as Annexure G are part of this tender document. SPPRA Rule 49 may please be referred.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin 7.
- Office after 5 days of completion of bid evaluation report hoisting period 3 days) on SPPRA website. 8.
- 10. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical
- 11. 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. 13. 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.
- 14. Free backup facility in case the item is reported defective. 15. 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 16.
- deducted from the performance security / upcoming payment due to supplier
- 17. 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 obreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly



CNS ENGINEERING

70-A, XX Commercici Area, Phose III Defence Housing Authority, Labore - Pakiston Tel: +92 42 52560257 Fax: +92 42 32560258 Web: www.cns.e.com

Building No. 40, Northern Strip Sector E-11-2 Islamabad - Pokistan. Tel.: +92 51 2706630, 2706631 Fax 492 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

Sindh Bank Limited

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Fender Document - Supply and Installation of Data Center Core Switch

4	FINANCIAL PROPOSAL (Applied	Не	ad - Fin Div. ad - Admin Di niber-JDBC,_		
Name	of BidderWA	Ter 1			
S.NO	Item	Unit Price	Quantity	Amount (PKR)	! .
1	Data Centre Core Switch	2523594	3	7.570.78/12	
		ount (In PKR)			;
* This a whose " <u>Note</u>	mount will be con side <mark>red as only the</mark> "B Evaluated Bi d" is the lowest. (For furth er c	larifi cation refer Note. 6 b	ElGW}.		
1	ીt imp duty (as applicable under Sta ભારત	eap Act 1989), delivery cha	arges upto Sindh Ban	k Limited branches on Countrywide	
2	entificate of delivery/setisfaction in				
4	couder as Bid Shoundy on case it is revoled at only stage of Soon met, the amount of the super-	er supply of the goods/ite	ims that the asked s be fined to the vend	pecification of the tender have not or with appropriate action as deem	
5	Constant by the procurement constant Qualified company will also be brue quality of the goods within the w compliance of the same will result in compliance.	mittee. not to sign a bond/underta- varianty period, the comp into initiation of a case again- warmoet Committee.	king that in case of a liany will be liable to inst the company for	ny observation arising in respect of address it at his own cost, non- non-commitment or cancellation of	
C	towest evaluated bid is going to be encompassing the lowest whole su bid to be an all the lowest whole su	e the criteria for award of i are cost which the procuri	ng agency has to be	y for the datasion of the constant	
7		see and see and se and see and se	G are part of this ter	ider document.	1
8	the tender will be considered can	celled if the contract agree	ement after due sign	BIDIE 13 LINE SUBJUCTION COLORS	
	, valuation.	of Manco is found in the Fi	nancial Bid documen	t, the bid will be taken as null & vold	
	owever if the Figures are readable	and are also duly signed of and after deposit of 5% perf			
		Clandh Bank Limited.	supply of the items	that the asked specifications of the	
	13. Su hackup for sity in case the iter is to be to be to perform to be to be to	a supported detective. actual in such a way that ne	o damage is reported	by the branch on delivery. In case o	f
		ord der will replace that iter wie die not met or defays	ed, the repair etc. re	equirement on this account will be	
	a set will be worde would Rither				
	6. Prove can be universe of modification of the second process of the second proces of the second proces of the second process of	on or amendment to this si acted on Sindh Bank Ud. 8	SUCULINIOS	ch it is advised to keep yourself larly.	

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Annexure "D"



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

Wateen Solution 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, Wateen Solution 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.

Wateen Solution 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. Wateen Solution 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, Watcen Solution 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 Watcen Solution 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

Wateen Solution Signature: Muhammad Slingeel Khan Name:

NIC No: 42201-6712891-9

Wateen Telecom Limited

ATTENDANCE SHEET BID OPENING -

Gui Q

llation of FOR SELECTION OF C P Suit ÷ Date: 28.05.2021

S.No	Company Name	Name of Company Representative	Contact No,	Company Address	Signature
1	CNS Engineering	Yorin Russin	0311 974747	45-1417 PECHS KAM.	AL
2	ALLIED BULINES	(AJJA7) MAGBOOL	800.380 934 5-22	1000, GULLHAM	
3.	WATEEN	ASIF HUSSON	0322 - 340266}	GTL PLOOR. PARSA TOWER	Gil.
			(

Signature -- Procurement Committee Members

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POWER TO THE PLOP

6 60.

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

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

TYPE OF DOOR INCLUS	ADMIN / IT / CONSULTANT / MEDIA	
TYPE OF PROCUREMENT		
TENDER NAME	Supply & East United of Date Cant	4 Core
TYPE OF TENDER	SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE /TWO STAGE-TWO ENVELOPE	Seifel.
OPENING DATE	28-05-21	
OPENING TIME	1200 Hours.	
ATTENDANCE (MEMBER PC)		
\cup		
	NAME EIRM	
ATTENDANCE (REPS. OF BIDDERS)		
		•
	-/ F	
L BIDS ACCEPTED FOR EVALUATION		
TOTAL BIDS REJECTED		
REMARKS		

SIGNATURE MEN Head - Fin Div.	BERS BC-ADMIN
Head - Admin Civ	24
Member-IDBL	
Date:	

			Bid	Evaluation 1	Report					
			Supply and Insta	llation of Data	Center Core Switch					
	1	Name of	Procuring Agency	Sindh Bank Ltd.						
	2		eference No.	SNDB/COK/ADMIN/TD/1198/2021						
Γ	3	Tender D	escription		lation of Data Center Core Switc	h				
Γ	4		f Procurement		Envelop Bidding Procedure					
	Tender Published & SPPRA S. No.			SPPRA S No. T00531-20-0028 Date:05-05-2021(The Express Tribune, Daily Express, Daily Sindh Express)						
	6	Total Bid	Documents Sold	03		the state	a corpress/			
	7	Total Bid	s Received	03						
L	. 8	Technical	Bid Opening Date	28/05/2021 Time: 1200 Hours						
Ĺ	9	Financial Bid Opening Date No of Bid Technically Qualified		28/05/2021 Time: 1200 Hours						
	10			04						
	11	Bid(s) Re		0						
S. No.	Name of C		Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.35,040,000/-)	Reason for Acceptance/ Rejection	Remarks			
0	<u>l</u>	1	2	3	4	5	6			
1	M/s Wateen Solutions (Pvt) LtdRs. 7,570,781/- (@ Rs.2,523,594/-per unit)M/s Allied Business Machines (Pvt) LtdRs. 8,123,040/- (@Rs. 2,707,680/-per unit)		1" Lowest Bidder	Rs.27,469,219/- Below with the estimated cost	Accepted 1# Lowest Qu	Being the salified Bidder				
2			2 nd Lowest Bidder	Rs. 26,916,960/- Below with the estimated cost	2 nd Lowe	st Bidder				
3	M/s CNS Er (Pvt) Li		Rs.8,574,249 /- @Rs.2,858,083/-per unit	3 rd Lowest Bidder	Rs.26,465,751/- Below with the estimated cost	3 rd Lowe	st Bidd er			

Note: M/s Wateen Solutions is selected for Supply and Installation of Data Center Core Switch to Sindh Bank Ltd being the 1st lowest qualified bidder.

Members - Procurement Committee

S

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

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

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

Signature



Read . Fin Div..

Realber-ID81

PRICE SCHEDULE

ame of	Bidder : CNS Engineering		liate:	
S.NO	ltem	Unit Price	Quantity	Amount (PKR)
1	Data Centre Core Switch	2,858,083	3	8,574,249
		tal Amount (in PKR)	ŀ	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, 1. Stamp duty (as applicable under Stamp Act 1989), delivery charges upto Sindh Bank Umited 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 2. 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 3. 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 4. 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. 6. SPPRA Rule 49 may please be referred.
- All conditions in the contract agreement attached as Annexure G are part of this tender document. 7.
- The tender will be considered cancelled if the contract agreement after due signature is not submitted with Admin 8
- 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 10.
- 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. 11.
- 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. 13. 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.
- 14. Free backup facility in case the item is reported defective.
- 15. 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. 16. 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
- 17. 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 obreast with the notification being hoisted on Sindh Bank Ltd. & SPPRA website regularly



CNS ENGINEERING

70-A, XX Commercial Area, Phase III Defence Housing Authority Labore - Pakistan Tel: + 92 42 32560257 Fax: - 92 42 32560256 Web www.crs.e.com

Building No. 40, Northern Ship 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

Sindh Bank Limited

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Tender Document - Supply and Installation of Data Center Core Switch

4	FINANCIAL PROPOSAL (Applic	He	ad - Fin Div. ad - Admin Di mber-JDBC.		
Name	of Bidder VA	1ac			
S.NO	ltem	Unit Price	Quantity	Amount (PKR)	
1	Data Centre Core Switch	2523594	3	7.570.781/2	
- <u></u>		ount (in PKR)	·		1
Note 1 2 3 4 5	Strong duty (as applicable under Standard) Strong duty (as applicable under Standard) Standard of advance payment for supply of a entificate of delivery/statisfaction for <u>Statulation of all Society</u> Statisfaction for <u>Statulation</u> of all society statisfaction for	imp Act 1989), delivery cha- paids will be made, bills are used the branch manager, the Grand Total Amount of the supply of the goods/iter , of that specific goods will matee, and to sign a bond/undertak surranty period, the compa-	rges up to Sindh Bank only as processed for fittle Financial Propins (Dat the asked sp us fined to the vendo ing that in case of ar	Limited branches on Countrywide or necessary payment on receipt of osal will be submitted along with ecification of the tender have not or with appropriate action as deem by observation arising in respect of address it at his own cost, non-	
C 7 8	to ider as will be decisied by the Pro- fowest evaluator bid is going to the custompassing the fowest whole as setting Rale 49 may please be refer All conditions in the contract agrees for pander will be required care	entement Committee. I the criteria for award of c are cost which the procurated which attached as Annexure (minut attached as Annexure (ontract rather than t ig agency has to pay 5 are part of this ten ment after due signa	considering the lowest offered bid, I for the duration of the contract. Ser document. Iture is not submitted with Admin	
9	Surve after 5 days of crimpletion of the case financial bids are the same,	end evaluation report hoisting the successful bidder will be	ng period 3 days) on 1 e the one who has ac	oured more marks in the technical	
	G. Science of over writing/cutting/use of sovever if the figures are readable.	-ozt sze also duly signed Obl	v (nen. Dio Will de 20	cepteu.	
	· · · · · · · · · · · · · · · · · · ·	Findh Bank Limited. enaled at any stage after St	ipply of the items th	nat the asked specifications of the	
1	 backup farming in one the item 4. Denots to be delivered have to be to product compraint or a viewed the to temp obligation of writianty acts 	(c) exported defective, a (k-d in such a way that no (c) ther will replace that item (c) are not met or delayed)	damage is reported t (at his own cost.), the repair letc. rec		
10	 Ficted from the performance set 	theity / upcoming payments	milen	n it is advised to keep yourself	

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 $\sum_{i=1}^{n-1} \left(\sum_{i=1}^{n-1} \frac{1}{i} \sum_{$

	SIGNATURE MEMBERS	C-ADMIN
Annexure "G"	Head - Fin Div.	
Annexure "G"	Head - Admin Div. 26	
	Member-IDBL	
2021,	Date:	
e at 3rd Floor, Feder	ration House, Clifton,	

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
	τ.	otal Price In	clusive 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

 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.
 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.



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Corre Swifel llation of 4 5 FOR SELECTION OF Date: 28.05.2021

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
١	CNS Engineering	Ymin Russin	0311 9747474	45-1417 PECHS KAM.	AL
2.	ALLIED BULLINES	[19:3347) MAG1800L	800380 934522	1030, GULUMM	
3.	WATEEN	ASIF HUSSON	0322- 390266}	GIL PLOR. PARSA TIWER	Gil.
	N				
			(

Signature -- Procurement Committee Members Head of Administration Chief Financial Officer Chief Manager (IDBL)

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

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TYPE OF PROCUREMENT	ADMIN / IT / CONSULTANT / MEDIA	
TENDER NAME	Supply & Fast Unition of Date Center Core Substances the Envelope / Substance The State The Envelope	
TYPE OF TENDER	SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE	4.
OPENING DATE	28-05-21	
OPENING TIME	1200 Hours.	
ATTENDANCE (MEMBER PC)		
$\dot{\mathbf{v}}$		
	NAME <u>FIRM</u>	
ATTENDANCE (REPS. OF BIDDERS)		
	//	
		
	/ <u> </u>	
L BIDS ACCEPTED FOR EVALUATION		
TOTAL BIDS REJECTED		
REMARKS		

SIGNATURE MEMB	ERS OC-ADMIN
Head - Acmin Piv.	22,4
Member-IDBL	
Date:	

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)
- 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.

تج و بحو ال (2.1)

Ahsan Ali **VP/Operations** Div

S. Zeeshan-ul-Hao

SVP/ I.T. Division



PURCHASE ORDER

PO No: 220

Date: 03-09-2021

M/s Wateen Solutions (Pvt) Ltd, Opposite Bab-e-Pakistan, Main Walton Road, Walton Cantt, Lahore.

Subject:

Supply and Installation of Data Center Core Switch

Dear Sir,

With reference to the Tender Bid SNDB/COK/ADMIN/TD/1198/2021 dated 05-05-2021 for Supply and Installation of Data Core Switch 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.

as per Agreement.

		់ ភាពស្រុកស្រុកសំនាំ ់ស្រុងសំរង ស្រុកសំណូមមនុស្សនេះ សំណូមមនុស្សនេះស្រុក		itani menadan Banasiran Manj
1	Cloud Engine 16800 Core Switch (Specification as per tender document)	2,523,594/-	03	7,570,781/-

Terms & Conditions

Payment Terms

Taxes/Deduction

Above prices are inclusive of all taxes.

Thanks

Sarfaraz Waris

M. Faraz Khan

AVP AVIT Division AVE-II/I.T. Division **Riaz** Ahmed SVP/I.T Division

M. Rashid Memon VP-1/1.T. Division

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

S. Ata Hussa EVP/Head of I

SINDH BANK LIMITED UAN HEAD OFFICE PHONE 3RD FLOOR FEDERATION HOUSE ABDULLAH SHAH GHAZI ROAD FAX CLIFTON KARACHI-73660. WEB

: +92-111-333-225 : +92-21-35829320 +92-21-35829394 : +92-21-35870543 : www.sindhbenkltd.com

لجائی אל אלים או איד או איד فون: - +4r זו דמאז איד איז דו דמאז איד איז דו דמאנ-מדר איד سزر ه بینک کمینڈ بیڈانس ، تیسر کامنزل، نیڈریش اوس . مرزانشد ناد فارز اردڈ ، کلنٹن، کراچی۔ ۱۵۶۰۰ ۲۰ ۔ پاکستان



SUPPLY AND INSTALLATION OF DATA CENTER CORE SWITCH

THIS SERVICE LEVEL AGREEMENT ("Agreement") is made at Karachi on this 3^{rd} day of <u>Septemen</u>, <u>Jo21</u> ("Execution Date") and shall be deemed to be effective from <u>03-04-2021</u> ("Effective Date") till <u>03-04-2021</u> ("Termination Date"),

BY AND BETWEEN

Watcen Solutions (Private) Limited, a company incorporated under the laws of Pakistan, having its registered office Opposite Bab-e-Pakistan, Main Walton Road, Walton Cantt., Lahore, Pakistan(hereinafter referred to as "Wateen" which expression shall, wherever the context so permits or requires, be deemed to mean and include its successors-in-interest, and permitted assigns) of the first part;

AND

Sindh Bank Limited, a banking company incorporated under the laws of Pakistan having its registered office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi, Pakistan (hereinafter referred to as "SNDB" which expression shall, wherever the context so permits or requires, be deemed to mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the other part;

(WATEEN and SNDB may hereinafter collectively be referred to as the "Parties" and singly as a "Party").





Page 1 of 18

RECITALS



WHEREAS,

- A. Wateen is engaged in the business of providing hardware and services related to ICT.
- B. SNDB is a banking company desirous of hiring the Services (defined hereinafter) as mentioned in Annexure A from Wateen;
- C. SNDB has agreed to avail the Services from Wateen 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, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree, undertake and declare



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

The of the luce 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 II. 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.

In this electement, unless the context otherwise requires, the following terms shall have the following meaning;

"Argreement" is defined in the preamble and refers to this service level agreement;

"Confidential Information" is defined in Clause 5.1;

"Force Majeure Event" is defined in Clause 7.1;

"Parties" is dofined in the preamble;

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"Party is defined in the preamble;

Payment Schedule" means the aggregate charges for the Services calculated in

OFFICE SUFERIN ENDERING and set out in Annexure B of this Agreement; and

Office. City Court means the services to be provided by Wateen to SNDB under this Agreement

as set out in detail under Annexure A of this Agreement;

0.2 SEP 2021, Shi Ki Page 2 of 18



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 commence and be effective from 03-04-2021 ("Effective Date") and shall remain in full force and effect until 03-04-2022 for a period of one (1) year ("Term"), unless terminated earlier by either Party in terms of clause 2.3 below.
- 2.3 This Agreement may be further extended with the mutual consent of the Parties on the agreed terms and conditions.
- 2.4 Any period within which Party shall, pursuant to this Agreement, expected to complete any action or task and does not do so, 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:
 - a. 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 Wateen; or
 - b. Wateen suspends its business or loses the right to undertake the Services business; or
 - c. Wateen suspends payment of its debts or admits (or is deemed to have admitted) its inability to pay its debts; or Wateen engages in any conduct prejudicial to the image and goodwill of SNDB
- 2.6 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.
- 2.7 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.
 - 2.8 If either Party engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
 - 2.9 If, as the result of Force Majeure, Wateen is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
 - 2.10 If the either Party, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
 - 2.11 If issued two (2) warning letters /emails by either Party for unsatisfactory current performance.
 - 2.12 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 were 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!

2.13 A Party may being it address for notice by giving a notice to the other Party in writing of such charter at the second seco

- 2.14 Wateen will not assign its obligations under this Agreement to anyone, except with prior written permission of SNDB which consent shall not be unreasonably withheld.
- 2.15 Notwithstanding anything contained herein, Wateen may terminate the Agreement at any time by providing thirty (30) days written notice to SNDB.
- 2.16 Upon termination of this Agreement in accordance with the terms hereof, the Parties will immediately settle and pay-off all committed liabilities of each other, including payments and committed assignments. SNDB shall immediately pay to Wateen all amounts due to Wateen. The termination of this Agreement for any reason shall extinguish all of Wateen's obligations under this Agreement, but shall not relieve either Party of any obligation that may have arisen prior to such termination.
- 2.17 In the event of early termination of this Agreement, due to one month prior notice and on completion of notice period, this Agreement shall become wholly void and of no further force and effect; and the Parties will remain liable to each other for any breach of this Agreement existing at the time of such termination, and every Party may seek such remedies against the other with respect to any such breach as are provided in this Agreement.
- 2.18 This Agreement shall consist of the following documents, as amended from time to time, with mutual consent of both Parties as provided herein:
 - a) This Agreement
 - b) Annexes:

Annexure A	Scope of Services
Annexure B	Payment terms
Annexure C	List of Equipment
Annexure D	Service Level Agreement

c) These Agreement documents shall contain the entire contract between the Parties, provided however, in case of any conflict, ambiguity and/or inconsistency between the terms of the Annexures and the main body of this Agreement, the terms of this Agreement shall prevail.

3. SERVICES / OBLIGATIONS OF SERVICE PROVIDER

- 3.1 Wateen shall provide the Services as set out under <u>Annexure A</u> attached hereto.
- 3.2 Wateen 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. Wateen 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 on by SNDB& the billed amount will be deducted from the performance security/ upcoming violation due to Wateen. Risk & subsequent cost to this effect if any will be barne hy the Wateen and any subsequent expenses on the equipment will also be barne by the Wateen.

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- 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; acquire 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 or expiry of this Agreement for a period of one (01) year thereafter.
- 5.10 This clause 5.1, shall also survive after termination of this Agreement.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 6.1 Wateen shall maintain the highest professional code of conduct in its dealings. The Parties shall be responsible for any loss, delay or inconvenience caused to the Parties 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 the Parties under this Agreement or any other applicable laws.
- 6.2 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, any other third party due to the provision of the 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, both Parties expressly exclude liability for claimed consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings.

This clause shall also survive after termination of this Agreement

7. FORCE MAJEURE

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 (whether in its sovereign or contractual capacity), ac of the public enemy or due to war or terrorism, the outbreak or escalation of hestilities, rot, givil commotion, insurrection, labour difficulty in relation to a third party or any other circumstance reasonably beyond the control of Parties including, but not timited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricate, snowstore, fie, flood, strikes, labour disputes, act of terrorism, war, civil disorder, epidemics in the strikes, embargoes (including without limitation, any strike or other work stoppage or stow down), severe or adverse weather conditions, communications line failure, or other similar cause ("Force Majeure Event"). Inability to pay shall not be a Force Majeure Event or act of God.

- 7.1 Upon the occurrence 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.
- 7.2 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 Parties, 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 Karachi and the arbitration proceedings shall be conducted in English language.

9. GOVERNING LAW AND JURISDICTION

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

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

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's hall 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 Wateen will be sent to:

Attention: Syed Noman Ali Address: 6th Floor, PARSA TOWER, Shahrah-e-Faisal, PECHS Block 6, Karachi. Fax:

- 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:Wateen** 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

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 tracts (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.
 - 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 Wateen acknowledges that SNDB has entered into this Agreement on the basis of the representations and undertakings made by Wateen throughout this Agreement.

15. USE OF NAMES, LOGOS AND REPORTS

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 Wateen 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 **Wateen** 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 **Wateen**.

17. COMPLIANCE WITH LAWS

Wateen shall comply with all applicable laws, ordinances, regulations, and codes concerning Wateen'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:

Wateen 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

Wateen 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 Wateen which are directly relevant to the Services as set forth in this Agreement.

20. UNAUTHORISED SOLICITATION OF EMPLOYEES

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

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.

22. ASSIGNMENT AND SUB-LETTING

.1 This Agreement is personal in nature, and cannot be assigned by **Wateen** without prior written permission of SNDB however, shall have the right to assign this Agreement to any third party without the consent of **Wateen**.

The Parties agree that neither Party shall assign, delegate or otherwise deal with all or any of its rights and obligations under this Agreement without the other Party's prior written consent. However, Wateen shall have the right to assign and/or transfer its rights and obligations under this Agreement in, whole or part, to any of its affiliates and/or subsidiaries with obtaining previous consent of SNDB which consent shall not be unreasonably withheld. 22.2 Wateen 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.

22.1 22.2

23. TIME OF ESSENCE

Wateen 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

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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

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

26. ENTIRE AGREEMENT

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

27. SURVIVAL

All articles in this Agreement which are either expressed to survive or which are by implication intended to survive termination or expiry of this Agreement will continue to survive notwithstanding termination or expiry of this Agreement.

28. AUTHORISATION

Each Party signing this Agreement warrants and represents that it has the full authority and is duly authorized and empowered to execute this Agreement on behalf of itself.

29. 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.

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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.

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For and on behalf of Wateen Solutions (Private) Limited

For and on behalf of Sindh Bank Limited

Name: ASIF HUSSAIN. Designation: UAM. Seal: Name: Designation: Seal:

RIAZ AHMED Flafernation Technology INDH BANK LINITED HeaPOffice, Karachi.

Name: SHED Nomen Al. Designation: Head of Suls - Scult. Seal:

Name: Designation: Seal:

IVED ZZESHAN-UL-NAQ IVF Information Technology SINDE BANK LINITED Bood Office, Kararhi.

WITNESSES:

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<u>ANNEXURE A</u>

SERVICES / OBLIGATIONS OF WATEEN

- Daily operations and maintenance will be carried by Sindh Bank IT team but in case of any issue Wateen will support to fix the issue.
- > Wateen will provide all the services based on severity level
- > Wateen 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, Wateen will respond to that request and provide solution based on severity level.
- Any minor changes will be done by Wateen team but in case of any major design change after deployment will be done after mutual consent of Wateen commercial team and Sindh Bank management. Any equipment not listed in this SLA will not be considered as part of this SLA.
- > Wateen provide following services planning, designing, deployments, upgrades and optimization to ensure a highly available, scalable, and secure infrastructure.
- > Wateen will provide onsite support for configuration hardware mentioned in Annex C.
- > Wateen will provide facilitation in case of the RMA Process

ANNEXURE B

PRICE SCHEDULE

S.No.	Item	Unit Price	Qty	Amount (PKR)
1	Data Centre Core Switches	2,523,594	3	7,570,781
	Total Amount (In P	l Taxes		

PAYMENT SCHEDULE

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- Payment 50% on Delivery
 Payment 25% on mid of Deployment
 Payment 25% After Deployment
 As per clause no 5.2.2 of RFP, Sindh Bank Limited will make payment to Wateen Solutions Pvt. Ltd within 30 days after submission of each invoice.

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ANNEXURE C

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LIST OF EQUIPMENT

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

	ltem	Description	Quantit
		CloudEnging Jose Directing Switch	3
	Hardware	•	
	AC Bundle	-	
r	02352UTN	CE16804 AC Bundle1 (AC/HVDC Assembly Chassis, 2* MPUD,4*SFU04F,4*3000W AC & HVDC, full Fans)	3
	25GE/10G8ASE-X Interface Card	-	
\smile	03058873	48-port 25GE/10GE interface card (FD-G, SFP+)	3
	40GBASE-X Interface Card	•	
	03058872	24-port 40GE interface card (FD-G, QSFP+)	3
	Software	-	
	88035NXK	N1-CloudFabric Foundation SW License for CloudEngine 16800	3
	88060LSB	N1-CloudFabric Foundation SW License for CloudEngine 16800-SnS-Year{Annual fee validity period : 1 year from " PO signed plus 90 days ")	3
	Optical Transcelver	-	
\smile	GE-SFP Optical Transceiver	-	
	02313GCE	Electrical Transceiver, SFP, GE, Electrical Interface Module (100m, RJ45), Multi-pack	36
	10G-SFP+Optical Transceiver		
	02313AMY	10GBase-SR Optical Transceiver, SFP+, 10G, Multi-mode Module(850nm, 0.3km, LC), Multi-pack	60
	40GE-QSFP+Optical Transceiver	•	
	02313FYY	40GBase-iSR4 Optical Transceiver,QSFP+,40G,Multi- mode (850nm,0.15km,MPO)(connecting to one QSFP+ or four SFP+),Multi-pack	18
	Installation Material	-	
Ph-X	Optical Connector	GOVT - COM /S	
LE)	14130923	Soptical Cable Parts, MPO/PC, MPO/PC, MULTI- MODE, 15m, 8 CORES, 0m/0m, GJFH- 8A1A.2(0M3), 3.5MM, LSZH, 60mm MPO, Bending insensitive	15

Service	CloudEngine 16800 Core Switch	3
88134UHD-41U	CE16804 AC Bundle1 (AC/HVDC Assembly Chassis, 2* MPUD,4*SFU04F,4*3000W AC & HVDC, full Fans)_Co- Care Premier CE16804 Chassis_12Month(s)	3
88134UHD-48J	24-port 40GE interface card (FD-G, QSFP+)_Co-Care Premier CE16800 24-port 40GE interface card (FD-G, SFP+)_12Month(s)	3
88134UHD-41W	48-port 25GE/10GE interface card (FD-G, SFP+)_Co- Care Premier CE16800 48-port 25GE/10GE interface card (FD-G, SFP+)_12Month(s)	3
		-
Dell SFP	Dell Networking, Transceiver, 40GbE QSFP+ SR4 Optics,	12

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ANNEXURE D

SERVICE LEVEL AGREEMENT

This document defines the Services and Deliverables that Wateen Solutions (Pvt) Ltd (WSPL/ Service Provider) shall provide to Sindh Bank under the terms of this SOW. WSPL shall provide Services to Sindh Bankas end customer for the Network equipment mentioned in Annexure 1 and installed at its site at Karachi,

Terms & Conditions

The period of the services offered between Service Provider and the customer will be for one calendar year from, 2021 the agreement will be renewable one month before the expiry date by mutual consent of both parties (WSPL and Sindh Bank).

Service Provider will not assign this agreement or its rights or obligations under it to any third party, without the Customer's prior written consent.

In the event that any modification / upgrade is required to be made as desired by the Customer, Service Provider shall promptly provide the customer with a cost estimate and time period for providing the modification / upgrade. If agreed to by the Customer, the Service provider shall make the required modification / upgrade within the time period and cost agreed upon between the parties.

Service Provider in conjunction with the Customer shall use its best efforts to adopt and implement all requisite security procedures, which are sufficient to ensure that all transmissions of documents, data and information are authorized.

Both parties shall keep all data and working papers confidential, and use their best efforts to protect the same from unauthorized access by any other party or disclosure to any unauthorized person. Both parties shall also ensure that any information received or brought to its knowledge or to the knowledge of any of its employees, whether on contract or agents, especially as to the workings and business operations of the other party, remain confidential.

This obligation of maintaining and ensuring confidentiality and protection of Customer's data shall continue despite any termination, breach, default, assignment determination and / or end of tenure of this agreement. This obligation would likewise apply to Service Provider's data, and to all/any information / data received during or after the expiry of the tenure of this agreement.

This section provides an overview of the support services that WSPL is contracted to deliver to Sindh Bank

Service/Operation Level Agreement (SLA)

Service Level Agreement (SLA) / Operation Level Agreement (OLA) are the managed services operations contract, which is signed between Sindh Bankand WSPL and sets the agreed support options.

On-Call Support

It is for the resolution of operational network related issues. This service is delivered by WSPL pool of shared resources in accordance with the specification set out in this document. Issues that cannot be resolved by a Field Engineer, WSPL will engage its team of Subject Matter Experts (SME) to resolve the problem.

Remote system support

Remote system support is available for the resolution of complex hardware and software issues identified, diagnosed and reported. WSPL will engage it's geographically dispersed pool of Subject Matter Experts (SME) to resolve the issue within the SLA which implies Managed NOC operations, telephonic support, VPN connectivity into the network, etc.

Site Coverage

WSPL will provide Support Services for the network equipment of Sindh Bank deployed at its site in Karachi

Fault Management

Equipment Replacements

WSPL can support in opening RMA requests and replacements from Huawei, Replacements will be provided on-site while the faulty equipment would be shipped to Principal i.e., Huawei by Sindh Bank.

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Advance / deferred replacement as per agreed SLA (24x7) and principal time

Support Description

Hours of Coverage

WSPL will provide maintenance and support for 8x5 / 24x7 basis (8 hours per day and 5 days a week /24 hours and 7 days a week). In addition to these times if required; support will be provided on Time and Material basis.

Response Time

Response time to incidents reported would be as follows:

Severity Levél 1 (51)	2 hours
Severity Level 2 (S2)	8 hours
Severity Level 3 (53)	16 hours

Severity Levels

WSPL and concerned Sindh Bank personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

SEVERITY LEVEL 1 (s1)

A Problem that criticality impacts customer's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

SEVERITY LEVEL 2 (S2)

A Problem that impacts customer's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the customer from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

SEVERITY LEVEL 3 (S3)

A minor problem is one that negligibly impacts customer's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

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<u>ANNEXURE E</u>

ESCALATION MATRIX

Esc. Level - 2 Esc. Level - 1 Escalation Level Time since 2 hrs (In case of no update from Esc. occurrence 1 hrs Level1) . Senior Network Engineer : Contact Person --Assistant Manager: Syed Mohsin Sunny Babu Name Sunny.babu@wateen.co Sved.mohsin@wateen.co Contact Person m m Email Mobile Number: +92-320-4152593 Contact Person -Mobile Number: 0320-4152966 Phone 1175-01-05 10 Esc. Level - 2 Esc. Level - 1 Escalation Level Time since 4 hrs 2 hrs occurrence d of ATS-South Feloud Senior Network Engineer : Contact Person -Armed Calo Assistant Manager: Syed Mohsin Name Sunny Babu Sunny.babu@wateen.co Sved.mohsin@wateen.co Farcton Baig Owntern com Contact Person ш m Emait Mobile Number: +92-320-4152693 Mobile Mimber: +92-621-2109764 Contact Person -Mobile Number: 0320-4152966 Phone or discussion required) SEVERITY LEVEL- 03(No operational Issue / Only Information Esc. Level - 2 Esc. Level - 1 Escalation Level Time since 12 hrs 24 + hrs occurrence 4 hrs th. Farough Ari Senior Network Engineer : Contact Person -Belo Assistant Manager: Syed Mohsin Sunny Babu Name Sved.mohsin@wateen.co Sunny.babu@wateen.co och Baicov Contact Person -Ш m Email Mobile Number: +92-320-4152693 Contact Person -Mobile Number: 0320-4152966 Phone

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SNDB/COK/ADMIN/TD/1198/2021

Date: 23-08-2021

OFFICE ORDER

SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA S. No: TA00531-20-0028.

1. Supply and Installation of Data Center Core Switch

The reason for extension is due to delay in submission of Agreement at the Bidder's end. Vendor is also agreed to extend the bid validity period (e-mail attached).

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S. Zeeshan ul Hao

Farhan A Siddiqui AVP-II/Admin Division

Ather Igbal AVP-I/Admin Division

SVP-II/IT Division

Members Signature- Procurement Committee

Saeed Jamal Tariq Chief Financial Officer (Chairperson)

Lt. Col. (R) Shahzad Begg Head of Administration (Member)

Syed Muhammad Ageel Chief Manager, IDBL Karachi (Member)

S. Ata Hussain Head of IT (Co-opted Member)

Syed Assad Ali Shah (Co-opted Member)

Signatu Em. 5187.

President/CEO

Response Time

Response time to incidents reported would be as follows:

Severity Level 1 (S1)	2 hours
Severity Level 2 (S2)	8 hours
Severity Level 3 (S3)	16 hours

Severity Levels

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SEVERITY LEVEL 2 (S2)

A Problem that impacts customer's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the customer from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

SEVERITY LEVEL 3 (S3)

A minor problem is one that negligibly impacts customer's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

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ANNEXURE E

ESCALATION MATRIX

Esc. Level - 2 Esc. Level - 1 Escalation Level Time since 2 hrs 1 hrs occurrence (in case of no update from Esc. Level1) _ Senior Network Engineer : Contact Person ~ Assistant Manager: Syed Mohsin Name Sunny Babu Sved.mohsin@wateen.co Sunny.babu@wateen.co Contact Person m Email Ш Mobile Number: +92-320-4152693 Contact Person -Mobile Number: 0320-4152966 Phone Esc. Level - 2 Escalation Level Esc. Level - 1 Time since 4 hrs 2 hrs occurrence ATS-South Factor Senior Network Engineer : Contact Person -Sunny Babu Assistant Manager: Syed Mohsin Alimed Belo Name Sved.mohsin@wateen.co Sunny.babu@wateen.co Con Baig Own Contact Person m <u>m</u> Email Mobile Number: +92-320-4152693 Moone Mumber: +92-621-2109704 Contact Person -Mobile Number: 0320-4152966 Phone SEVERITY LEVEL- 03(No operational issue / Only information or discussion required) Level - 3 Esc. Level - 2 Esc. Level - 1 Escalation Level 24 + hre Time since 12 hrs 4 hrs occurrence 2) with Farough Avit Senior Network Engineer : Contact Person ~ Balo Assistant Manager: Syed Mohsin Sunny Babu Name Sved.mohsin@wateen.co Sunny.babu@wateen.co Ch Bala Ow Contact Person m m Emali Mobile Number: +92-320-4152693 Contact Person -Mobile Number: 0320-4152966 _ Phone

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SNDB/COK/ADMIN/TD/1198/2021

Date: 23-08-2021

OFFICE ORDER

SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

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The reason for extension is due to delay in submission of Agreement at the Bidder's end. Vendor is also agreed to extend the bid validity period (e-mail attached).

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S. Zeeshan ul Haq

Farhan A'Siddiqui AVP-II/Admin Division

Ather Igbal AVP-I/Admin Division

SVP-II/IT Division

Members Signature- Procurement Committee

Saeed Jamal Tariq Chief Financial Officer (Chairperson)

Lt. Col. (R) Shahzad Begg Head of Administration (Member)

Syed Muhammad Ageel Chief Manager, IDBL Karachi (Member)

S. Ata Hussain Head of IT (Co-opted Member)

Syed Assad Ali Shah (Co-opted Member)

Signature Em_ 7187.

President/CEO

Annexure "G"

12. AGREEMENT

SIGNATURE MEM	BERS PC-ADMIN
Head - Fin Div.	and a
Head - Admin Div	246
Member-IDBL,	15/
Date:	

15.20

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.

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

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.

