		CONTRACT EVA	ALUATION FORM
OB	E FILLED IN	BY ALL PROCURING	AGENCIES FOR PUBLIC CONTRACTS OF
		WORKS, SERV	ICES & GOODS
			Sindh Bank Limited
1		ORGANIZATION / DEPTT.	Scheduled Bank
2)	PROVINCIAL / I	OCAL GOVT./ OTHER	Supply & Installation of Communication Links
3)	TITLE OF CONT	RACT	SNDB/COK/ADMIN/TD1267/2022
1	TENDER NUMB		Supply & Installation of Communication Links
- /		TION OF CONTRACT	Connotat Authority
6)	FORUM THAT A	APPROVED THE SCHEME	THE TO REAL ATENT
7)	TENDER ESTIM	ATED VALUE	Rs.1,500,000/-
	ENGINEER'S ES		and the second sec
	(For civil works o		1 Year
9)	ESTIMATED CO	MPLETION PERIOD (AS	PER CONTRACT)
		ED ON (DATE & TIME)	
11)	NUMBER OF TH (Attach list of buy	ENDER DOCUMENTS SOI	_D 4
12)	NUMBER OF BI	DS RECEIVED	
13)	NUMBER OF BI	DDERS PRESENT AT TH	E TIME OF OPENING OF BIDS
14)	BID EVALUATI	ON REPORT	02/01/2/23
1.1)	(Enclose a copy)	orr hist orth	
15)	NAME AND AD	DRESS OF THE SUCCESS	SFUL BIDDER M's. SatComm D SC, SUC Rs.1.041,034)-
			Rs.1.041,034-
16)	CONTRACT AV	VARD PRICE	No.1.541,054
17)	RANKING OF S (i.e. 1 st , 2 nd , 3 rd E	UCCESSFUL BIDDER IN VALUATION BID).	EVALUATION REPORT 1. M/s. SatComm 2. M/s. Linkdot Net 3. Multinet Pak 4 M/s. PTCL
18)	METHOD OF PI	ROCUREMENT USED : - (Tick one)
	a) SINGLI	E STAGE – ONE ENVELO!	PE PROCEDURE Domestic/ Local
	b) SINGLI	E STAGE – TWO ENVELO	PE PROCEDURE
	c) TWO S	TAGE BIDDING PROCED	URE
	d) TWO S'	TAGE – TWO ENVELOPE	BIDDING PROCEDURE

					Co	ompetent A	uthority		
19)	APPRO	VING AUTHORIT	Y FOR AWARD	OF CONTR.	ACT _				
20)	WHETI	HER THE PROCUR	EMENT WAS I	NCLUDED II	N ANN	UAL PRO	Yes V	NT PLAN?]
21)	ADVEF	RTISEMENT :							_
	i)	SPPRA Website (If yes, give date an	nd SPPRA Identi	fication No.)	Yes No	SPPRA NI	T ID T00531-2	22-007 16.09.2022 22	2
	ii)	News Papers (If yes, give names	of newspapers a	nd dates)	Yes	Notification	n 16.09.2022	:	
22)	NATU	RE OF CONTRACT			No		Domestic/ Local	Int.]
23)	WAS IN	HER QUALIFICAT NCLUDED IN BIDI enclose a copy)		ROCUMEN	TS?		Yes	No]
24)	WAS II	HER BID EVALUA NCLUDED IN BIDI enclose a copy)	TION CRITERL DING / TENDER	A R DOCUMEN	TS?		Yes	No	
25)	WHET	HER APPROVAL C OD OTHER THAN	OF COMPETENT OPEN COMPET	T AUTHORIT TITIVE BIDD	ry wa DING?	S OBTAI	Yes	USING A]
26)	WAS B	BID SECURITY OB	TAINED FROM	ALL THE B	IDDER	S?	Yes	No]
27)		HER THE SUCCES BEST EVALUATED				ATED	Yes	No]
28)		HER THE SUCCES LIANT?	SFUL BIDDER	WAS TECHN	NICALI	LY	Yes	No]
29)		HER NAMES OF 1 IME OF OPENING		AND THEIR	QUOT	ED PRIC	ES WERE Yes	READ OUT A	г]
30)	WHET	HER EVALUATIO RACT?	ON REPORT	GIVEN TO	BIDD	ERS BEI	FORE THE	E AWARD O	F
		copy of the bid eva	luation report)				Yes	No	

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		# M
	31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes
		No No
	32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN	N 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 BLACK LISTED?	Y THAT THE SELECTED FIRM IS NOT Yes V No
	36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH TH BE ASCERTAINED REGARDING FINANCING OF W (If yes, enclose a copy)	E PROCUREMENT? IF SO, DETAILS TO
	37) WERE PROPER SAFEGUARDS PROVIDED ON MG THE CONTRACT (BANK GUARANTEE ETC.)?	BILIZATION ADVANCE PAYMENT IN Yes No
	38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes
	12-	No No
y si	gnature & Official Stamp of Authorized Officer Head of Admin. Stration & Security	23
RO	FFICE USE ONLY	
		*5
	SPPRA, Block. No.8, Sindh See	eratariat No 4-4 Court Road Kar

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Print Save Reset

Satcomm

Eligibility Criteria

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

S. No.	Description	Marks	Marks Obtained	Remarks
	Bidder must have already deployed Fiber/Radio Links at more	20		20 and above cities
1	than 20 cities all over Pakistan for banks only.	15		10 to 19 cities
	(Attach Purchase Order as documentary proof as Annexure-1)	10		5 to 9 cities
		0	0	less than 5 cities
	Bidder must have provided required connectivity to at least 5	20	20	5 and above banks
2	Banks in last 3 years.	10		3 to 4 banks
	(Attach Purchase Order as documentary proof as Annexure-2)	0		less than 3 banks
	The Bidder should have Verifiable Presence/Support/Branch	20	20	10 and above cities
	offices in all over Pakistan.	10		5 to 9 cities
3	(Attach Location Details as documentary proof as Annexure-3)	5		2 to 4 cities
		0		Only in 01 city
	The Bidder must provide list of clients other than Banks to provide the Fiber /Radio connectivity in last 3 years.	20	20	15 and above clients
4	(Attach Purchase order as documentary proof as Annexure-4)	10		7 to 14 Clients
		0		less than 6
		20	20	70 million & Above
-	Company must have turnover of at least Rs.50-Million per year for Last 3-Years.			60 million to 70 million
5				50 million to 60 Million
	(Attach audited financial statement for last 3 years as Annexure-5)	0		less than 50 million
	Total Marks	100	80	Qualified / Disqualified

Note

- 1. Qualifying marks for the bid is minimum 70 for Technical Phase.
- SNDB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
- 3. Company will be considered disqualified if specification of the Communication links does not meet the specification given in the tender document.
- If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-6).
- Bidder must provide valid CVALS (Class Value Added Licensed Services) or relevant data services license from P.T.A. (Attach PTA Certificate as documentary proof as Annexure-7)
- Bank reserves the right to verify all or any document at any time. In case any fake documents are found at any stage, the company will be disqualified as per SPPRA Rule 30(1) and may be subject to legal proceedings.

		Bid Evaluation Report
	Supply &	Installation of Communication Links
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1267/2022
3	Tender Description	
4	Method of Procurement	Supply & Installation of Communication Link
		Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA NIT ID: T00531-22-007 Express Tribune, Sindh Express, Dail Express (16/09/2022)
6	Total Bid Documents Sold	04
7	Total Bids Received	04
8	Technical Bid Opening Date	
9	Financial Bid Opening Date	30/09/2022 Time: 1100 Hours
10	No of Bid Technically Qualified	30/09/2022 Time:1100 Hours
11	Bid(s) Rejected	04

S. No.		Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.1,500,000 /-)	Reason for Acceptance/ Rejection	Rem rks
0	7404	2	3	4	5	6
1	M/s Satcom	Rs. 1,041,034/- (cost for 1 Year)	1 st Lowest Qualified Bidder	Rs.458,966 /- below with the estimated cost	1 st Lowest Qua Bidder Accepte the Most Advant Bid	d Being
2	MILS LINKDOI NET TELECOM LAD. / M/S Jazz	Rs. 3,226,500/- (cost for 1 Year)	^{2nd} Lowest Qualified Bidder	Rs1,726,500 /- Above with the estimated cost	^{2nd} Lowest Qua Bidder	lified
3	M/s Multinet Pak	Rs. 5,162,400/- (cost for IV ear)	^{3rd} Lowest Qualified Bidder	Rs3,662,400 /- Above with the estimated cost	^{3rd} Lowest Qual Bidder	ified
4	M/s PTCL	Rs. 7,887,000/- (cost for 1 Year)	4th Lowest Qualified Bidder	Rs6387000 /- Above with the estimated cost	4th Lowest Qual Bidder	ified

<u>Note</u>: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Satcom is the most advantageous bid and hence recommended for Supply and Installation of Communication Links to Sindh Bank Ltd.

Members - Procurement Committee

(Mr. Dilshad Hussain Khan) Chief Financial Officer - EVP - Chairperson

(Mr. Arshad Abbas Soomro) Head of Administration-SVP-Member

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

Signature 10/11/

Date: 02-11-2022

<u>c</u>m با اختیار عواص ATTENDANCE SHEET

BID OPENING -

FOR SELECTION OF Supply & Installar how of Communication Cilles-Date: 30-09-2022

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Power, To The People

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S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	Sationmo (24) 4)	"ulader	0321 3316007	D.38. S.i.T.E W.L.	weahr Sel-
2	hinkdonet Iel Ital	SAAD BIN SAADIQUE	0300 8253566	JAZ2 DHK. SkyTower, KH	3 59-21
3	PTCL	WASIM	0531 5317261	EVP OPPILE HATTO ALVI KOAD, KHI	4.17
4	Multiner Parisa	Adiron Khen	0345-2004062	10-203 Sector 30-Korrens	i Ale

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

~2

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply Installation of Communicate links

TYPE OF TENDER

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

30-09.22

OPENING TIME

OPENING DATE

UDD there.

ATTENDANCE (MEMBER PC)

744

TER

0.2

	\ <u>NAME</u>	FIRM BID OFFERED
ATTENDANCE (REPS. OF BIDDERS)	1) Wegue	1) Sationum (8 VT) 40 R. 1,041,034/=
ATI	2 Snad	2, hmilldonet fel 150 4, 3, 226, 500 =
72	3, Waseem	7, PTCL 4. 7,887, 000/-
	4, Adnan	4, Multinel-Pakislay B. S, 162, 400/
1.00		
. <i>14</i>	-	
TOTAL BIDS ACCEPTED FOR EVALUATI	on toy	
TO BIDS REJECTED		
REMARKS		

STGRATURE ADMIN Head - Fin Div. Head - Admin Div.___ Member-IDBL 980 Date:

 Attachment of GST & Sindh Revenue Board (SBR) certificate are mandatory at the time of submission of tender document. In case of non-provision of evidence, the company will be straight away disqualified.

MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
- Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee on time.
- The Bidder must be in Data Connectivity Services Business for at least 05 Years. (Attach documentary proof as Annexure-8).
- Bidder should have its own service medium or relying on any other 3rd party or partner. (Attach Nationwide network connectivity diagram as proof as Annexure-9).

Attachment of evidence or documentary proof for point no.3 & 4 are mandatory at the time of submission of tender document. In case of non-provision of the evidence, the company will be straight away disqualified.

DISQUALIFICATION

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

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

Danish Shaukat AVP-I I.T Div.

Taingoor Ghausi AVP-I Finance Div.

Athar Nabi AVP-I I.T Div.

Ahsan Ali

VP-I Operations Div.

hows

Sarfaraz Waris AVP-I I.T Div.

Zeeshan ul Haq SVP-II I.T Div.

Link Dot Net

Eligibility Criteria

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

S. No.	Description	Marks	Marks Obtained	Remarks
	Bidder must have already deployed Fiber/Radio Links at more	20	20	20 and above cities
1	than 20 cities all over Pakistan for banks only.	15		10 to 19 cities
	(Attach Purchase Order as documentary proof as Annexure-1)	10		5 to 9 cities
		0		less than 5 cities
	Bidder must have provided required connectivity to at least 5	20	20	5 and above banks
2	Banks in last 3 years.	10		3 to 4 banks
	(Attach Purchase Order as documentary proof as Annexure-2)	0		less than 3 banks
	The Bidder should have Verifiable Presence/Support/Branch	20	20	10 and above cities
	offices in all over Pakistan.	10		5 to 9 cities
3	(Attach Location Details as documentary proof as Annexure-3)	5		2 to 4 cities
		0		Only in 01 city
	The Bidder must provide list of clients other than Banks to provide the Fiber /Radio connectivity in last 3 years.	20		15 and above clients
4	(Attach Purchase order as documentary proof as Annexure-4)	10	10	7 to 14 Clients
		0	/	less than 6
		20	20	70 million & Above
F	Company must have turnover of at least Rs.50-Million per year	10		60 million to 70 million
	for Last 3-Years.			50 million to 60 Million
	(Attach audited financial statement for last 3 years as Annexure-5)	0		less than 50 million
	Total Marks	100	90	Qualified / Disqualified

Note

- 1. Qualifying marks for the bid is minimum 70 for Technical Phase.
- SNDB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
- Company will be considered disqualified if specification of the Communication links does not meet the specification given in the tender document.
- 4. If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-6).
- Bidder must provide valid CVALS (Class Value Added Licensed Services) or relevant data services license from P.T.A. (Attach PTA Certificate as documentary proof as Annexure-7)
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- 4. Bidder should have its own service medium or relying on any other 3rd party or partner. (Attach Nationwide network connectivity diagram as proof as Annexure-9).

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Ahsan Ali

VP-I Operations Div.

Sarfaraz Waris AVP-I I.T Div.

Zeeshan ul Haq SVP-II I.T Div.

Eligibility Criteria

2.3

PTEL

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

S. No.	Description	Marks	Marks Obtained	Remarks
	Bidder must have already deployed Fiber/Radio Links at more	20	20	20 and above cities
1	than 20 cities all over Pakistan for banks only.	15		10 to 19 cities
	(Attach Purchase Order as documentary proof as Annexure-1)			5 to 9 cities
		0		less than 5 cities
	Bidder must have provided required connectivity to at least 5	20		5 and above banks
2	Banks in last 3 years.	10	10	3 to 4 banks
	(Attach Purchase Order as documentary proof as Annexure-2)	0	10	less than 3 banks
	The Bidder should have Verifiable Presence/Support/Branch	20	20	10 and above cities
	offices in all over Pakistan.	10		5 to 9 cities
3	(Attach Location Details as documentary proof as Annexure-3)	5		2 to 4 cities
		0		Only in 01 city
	The Bidder must provide list of clients other than Banks to provide the Fiber /Radio connectivity in last 3 years.	20	20	15 and above clients
4	(Attach Purchase order as documentary proof as Annexure-4)	10		7 to 14 Clients
		0		less than 6
		20	20	70 million & Above
-	Company must have turnover of at least Rs.50-Million per year	10		60 million to 70 million
5	for Last 3-Years.			50 million to 60 Million
	(Attach audited financial statement for last 3 years as Annexure-5)	0		less than 50 million
	Total Marks	100	90	Qualified / Disqualified

Note

- 1. Qualifying marks for the bid is minimum 70 for Technical Phase.
- SNDB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
- Company will be considered disqualified if specification of the Communication links does not meet the specification given in the tender document.
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Athar Nabi AVP-I I.T Div.

Ahsan Ali

VP-I Operations Div.

Sarfaraz Waris AVP-I I.T Div.

Zeeshan ul Haq SVP-II I.T Div.

Multinet

Eligibility Criteria

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

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	Bidder must have already deployed Fiber/Radio Links at more	20	20	20 and above cities
1	than 20 cities all over Pakistan for banks only.	15		10 to 19 cities
	(Attach Purchase Order as documentary proof as Annexure-1)	10		5 to 9 cities
		0		less than 5 cities
	Bidder must have provided required connectivity to at least 5	20		5 and above banks
2	Banks in last 3 years.	10	10	3 to 4 banks
	(Attach Purchase Order as documentary proof as Annexure-2)	0). J	less than 3 banks
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3	(Attach Location Details as documentary proof as Annexure-3)	5		2 to 4 cities
		0		Only in 01 city
	The Bidder must provide list of clients other than Banks to provide the Fiber /Radio connectivity in last 3 years.	20		15 and above clients
4	(Attach Purchase order as documentary proof as Annexure-4)	10		7 to 14 Clients
		0	0	less than 6
		20	20	70 million & Above
_	Company must have turnover of at least Rs.50-Million per year	10		60 million to 70 million
5	for Last 3-Years.			50 million to 60 Million
	(Attach audited financial statement for last 3 years as Annexure-5)	0		less than 50 million
	Total Marks	100	60	Qualified / Disqualified

Note

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- 3. Alternate bid is offered.
- 4. Non Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- 5. The qualified bidder sublets the contract in any form/stage to any other agency.
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VP-I Operations Div.

Sarfaraz Waris AVP-I I.T Div.

Zeeshan ul Haq SVP-II I.T Div.

Sindh Bank Limited Tender Document – Supply & Installation of Communication Link

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank Limited requires Supply & Installation of Communication Links for its 3 Sites. The requirement will be issued on need basis. Therefore, quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply and installation of actual numbers of links. Details are as follows:

	Technical Requirement Requirement of Communication Link on Fiber Optics/Radio
1	Point to Point Connectivity Required from Data Center to Head office, SNDB Data Center to Waterpump Branch & SNDB Data Center to II Chundrigarh Branch
1.1	 1) 1 Gbps CIR Dark Core point to point data link is required from Data Center to Head office. 2) 100 Mbps CIR point to point data link is required from Data Center to Waterpump branch 3) 25 Mbps point to point data link is required from Data Center to II Chundrigarh branch.
	All links shall be on fiber optics and layer 2.
	Ethernet interfaces should be provided at last mile on all sites.
	Appropriate link on fiber shall be provided at SNDB Data Center, SNDB Head office, SNDB Waterpump Branch and SNDB II Chundrigarh.
	Addresses are as follows:
	SNDB Data Center Khi Site:
	Sindh Bank IT Division,3 rd Floor Imperial Court, Dr. Ziauddin Ahmed Road. Karachi.
	SNDB Head Office Khi Site:
1.2	Sindh Bank head office, 3rd Floor Federation House Clifton Karachi.
	SNDB Waterpump Branch Khi Site :
	Plot No. 9, Block-16, Scheme 16, F.B. Area Karachi .
	SNDB II Chundrigarh Khi Site :
	P & O Plaza ,Opposite Muhammadi House ,I.I Chundrigar Road, Karachi
	Location of these sites are also attached in tender document as Annexure H
	Standard sealed cabling with all the accessories (UPVC piping) should be used at branc and aggregation ends to terminate the link within the branch building/premises.
1.3	Service provider will be responsible for the transportation, boarding & lodging of its engineering/support team at all sites without any additional cost to SNDB.

Sindh Bank Limited Tender Document – Supply & Installation of Communication Link

Link must be installed and handed over within 30 days after the order of installation anywhere in Pakistan. Bidder should have its own MPLS (Multiprotocol Label Switching) or equivalent Network at core end to provide connectivity i.e. IP based connectivity on SNDB branches and SNDB Aggregation Sites. Bidder should provide visibility of services offered on monitoring system / NMS. 1.4 Link must have the capability of data bandwidth up gradation for future expansion requirements. In case site is shifted from one location to other location within city. Vendor will be responsible to move the link to other location without any additional cost to bank. The proposed solution must comply with PTA regulations for IT Infrastructure Security for all types of processes. The bidder should have all necessary licenses from PTA for 1.5 data communications. 1.6 First shifting cost of any site (branches/aggregations) will be FOC Bidder will responsible to reply against any compliance related issue raised by PTA or 1.7 any governing/administrative authority Vendor is liable to arrange and bare expenses of fiber connectivity from local/other service provider, if new location will not come under the coverage area of bidder 1.8 Note: Above point will only be valid for shifting cases.

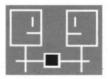
Note:

- In order to qualify, all Technical requirements as mentioned above must be met. Fail to qualify a single requirement will result disqualification or waiver of 12 month of MRC of running/connected sites which suits SNDB best.
- 2. Any miss-commitment may lead to disqualify even after the award of contract and onus will lie on the bidder.
- 3. In case of service provider has failed to provide the required service to the desired standards SNDB has the right to cancel the services on one month notice period and arrange the required services from other service provider.
- 4. 98% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:
 - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
 - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
 - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
 - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
 - Per day Rs. 10,000 will be deducted after 48 hours

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

Sindh Bank reserves the right to ask for demo connectivity b/w Sindhbank's aggregation site and any existing branch/site/location. Fail to provide the demo link will lead to discualification

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

SATCOMM (PRIVATE) LIMITED 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, Satcomm (Pvt) Limited 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.

Satcomm (Pvt) Limited 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. Satcomm (Pvt) Limited 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, Satcomm (Pvt) Limited 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 Satcomm (Pvt) Limited 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

SATCOMM (PVT) LIMITED	
Signature:	DIMITE
Name: ASIM ARMAN	s *
NIC No: 42101-1815584-3	SATCOMM (PV
D.00	OLTE Karachi 75700

D-38, S.I.T.E., Karachi-75700 UAN-03-111-444-788

T) LIMITED



PURCHASE ORDER

PO No: 256

Date: 12-01-2023

M/s Satcomm PVT Limited, D-38,S.I.T.E, Karachi.

Supply & Installation of Communication Links L2. Subject:

Dear Sir, With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1267/2022 Dated 02-01-2023 For With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1267/2022 Dated 02-01-2023 For Supply & Installation Of Communication Link L2 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

Description	No Of Branches	отс	MRC	Total Contract Value (Including All Taxes)	
Communication Link Cost For 1 Year	Data Center to Head Office		PKR 28,689/-		
	Data Center to Water Pump	NIL	PKR 41,344/-	PKR 1,041,034/-	
	Data Center to II Chundrigarh Office		PKR 16,730/-		

Terms & Conditions

Payment Terms

Taxes/Deduction

Thank you,

S. Khurram Waheed OG-I/I.T .Division

As Per Agreement.

Sarfaraz Waris

UAN

FAX

WEB

Above Prices are inclusive of all taxes.

10

Riaz Ahmed

S.Ata Hussair EVP-II/ I.T Division. EVP/ Head Of IT

SVP-II/I.T. Division AVP-I/I.T Division

S. Zeeshan Ul Haq

SINDH BANK LIMITED HEAD OFFICE 3RD FLOOR, FEDERATION HOUSE ABDULLAH SHAH GHAZI ROAD CLIFTON KARACH1-75600.

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

لواےاین: ۳۲۵ ۳۲۲ III TI FOATAFT. قون: + 91 ri ronrarar +91 11 TOAL.OFT

سندھ بینک کمیٹڈ ہیڈانس ، تیسری منزل، فیڈریشن ہاؤس ، مبداللد شاه غازى رود ، كلفش ،كراچى _••٥ ٢٥ - ياكتان

Sindh Bank Limited Tender Document – Supply & Installation of Communication Link

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder

SATCOMM (PUT) LIMITED

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

S#		Sites For Connectivity	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	Link 1	SNDB Data Center to SNDB Head office.	1	28,689/2
2	Link 2	SNDB Data Center to Waterpump branch.	-	413447=
3	Link 3	SNDB Data Center to II Chundrigarh office.	-	167301=
		Sub Total		·86757/2
Grand Total (A+B)			RS.10410	734/=
*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)_		Per	Year	

Note:

- 1. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, labour and delivery charges upto Sindh Bank Limited branches on countrywidebasis.
- No advance payment for installation of communication link will be made, bills will only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the branch manager.
- Calculation of Bid Security. The mechanism for calculation of bid security will be as follows: 5% of the Grand Total (A+B) which is required to be submitted as bid security in shape of pay order/bank guarantee in the name of Sindh Bank Ltd.
- The successful bidder will be the one whose total sum of cost is the lowest. As it is package tender, so no partial lowest cost will be considered for award of any work.
- Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in Disqualification. If any damages occurred while delivery of requisite, no charges will be paid by the Bank
- 6. Pre Bid Meeting: Within one week (For Any Clarification)

Signature & Stamp of Bidder

SIGNATURE MEMBERS PC-ADMIN
Head - Fin Div.
Head - Admin Div.
Member-IDBL.
Date:

15



FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2022-2023)

S#	Sites Fo	or Connectivity	Communication Link One Time Cost "A"	Communic Monthly Re Charges "B"	
1	Link 1	SNDB Data Center to SNDB Head office.	Waived	PKR	478,000
2	Link 2	SNDB Data Center to Waterpump branch.	Waived	PKR	119,500
3	Link 3	SNDB Data Center to II Chundrigarh office.	Waived	PKR	59,750
Sub Total			PKR 0	PKR	657,250
		Grand Total (A+B)	PKR		657,250
*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)		Per Year PKR. 7,8	387,000		

Signature & Stamp of Bidder



SIGNATURE PC-ADMIN Head - Fin Div. Head - Admin Div., Member-IDBL. Date:-



Pakistan Telecommunication Company Limited

PTCL Zonal Office South Hatim Alvi Road, Block-4 Clifton Karachi.
 www.ptcl.com.pk/business OPTCLBusiness PTCLBusinessSolutions



Pakistan Mobile Communications Limited T+92 51 2817533. F+92 51 2817551 Jazz Digital Headquarters, DHQ-1, 1-A Kohistan Road, F-8 Markaz Islamabad, Pakistan.

Financial Proposal

Price Schedule

M/s LinkdotNet Telecom Limited

					Communicati on Link One Time Cost	Communication Link Monthly Recurring Charges
S#	Sites F	or Connectivity	Media	Bandwidth	"A"	"B"
1	Link 1	SNDB Data Center to SNDB Head office.	Dark Core	1 Gig	-	50,000
2	Link 2	SNDB Data Center to Waterpump branch.	Fiber	100 Mbps	-	145,000
3	Link 3	SNDB Data Center to II Chundrigarh office.	Fiber	25 Mbps	-	30,000
				Sub Total	-	225,000
				and Total (A+B)		25,000
				ly Cost Pre Tax	Contract of the local division of the local	700,000
		Yea	ariy Cost wi	th Tax @19.5%	3,2	26,500

SIGNATURE MEMBERS PE-ADMIN Head - Fin Div. Head - Admin Div._ Member-IDBL.__ Date:_



www.jazz.com.pk



COMMERCIALS

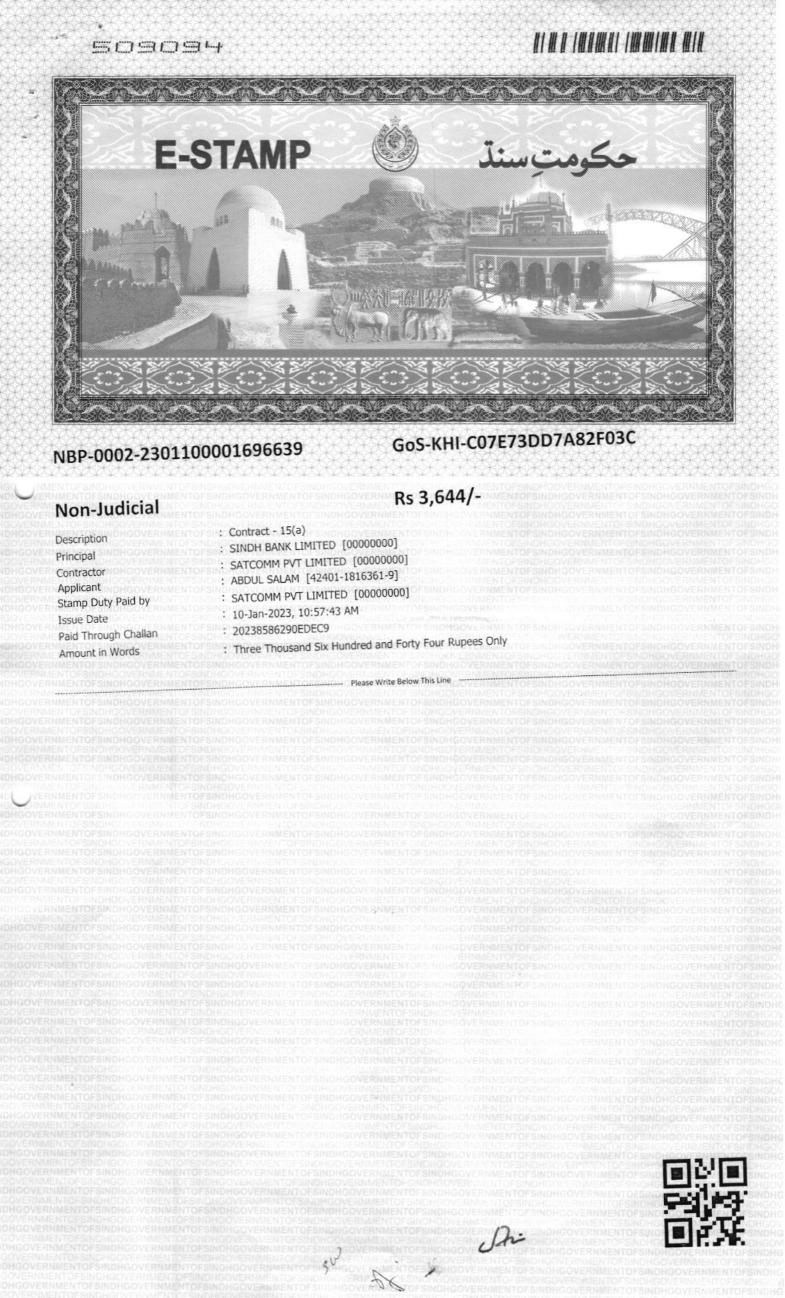
			Communication Link One Time Cost	Communication Link Monthly Recurring Charges	
5#	Sites Fo	r Connectivity	"A"	"B"	
1	Link 1	SNDB Data Center to SNDB Head office.		268,875	
2	Link 2	SNDB Data Center to Waterpump branch.		119,500	
3	Link 3	SNDB Data Center to II Chundrigarh office.		41,825	
		Sub Total		430,200	
_		Grand Total (A+B)		430,2	200
*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)				5,162,400	
		aluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)		Per Year	

Description:

· Prices are inclusive of all Taxes



SIGNATURE ME	MBERS PC-ADMIN
Head - Fin Div.	M
Head - Admin Div	/ min
Member-IDBL.	
Date:	alteria, veracertaciogenerateria anteriornali ante



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RUPEES ONE HUNDRED ONLE



SARDAR ALI STAMP VENDOR Licence # 15, Shop # 55, SITE Market SITE, Karachi

S.Nr UNITE STATE ISS WITH ADDRESS Advocate PURPOSE Leg # 445 KBA VALUE RS

CONTRACT

27 AUG 2022 '

This Agreement is made on this _____day of January 2023 ('Effective Date'), by and

Between

<u>Sindh Bank Limited</u> having its head office at 3rd Floor, Federation House, Clifton, Karachi (hereinafter referred to as the '**The Bank'** through its authorized representative which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the one part;

And

SatComm PVT Limited having its Registered office at D-38 Site Area Karachi(here in after called the 'Vendor' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the other part.

WHEREAS the Vendor is the Supplier/Service Provider of Communication Links, data connectivity services etc.

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

AND WHEREAS, to provision the Services, the Vendor shall install / commission the Fiber Optics Communication Links with Point to Point Connectivity from SNDB Data Center to SNDB Head office, SNDB Data Center to Waterpump office and SNDB Data Center to I.I. Chundrigarh office detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of **Monthly Recurring Charges = Rs. 86,757('MRC')**to be made by the Bank against the installation and commissioning of the Links and against the provisioning of Services.

Page 1 of 7



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Details of branches with financial is as follows

S#	Sites For Connectivity		Bandwidth	Communication Link One Time Cost	Communication Link Monthly Recurring Charges
				"A"	"B"
1	Link 1	SNDB Data Center to SNDB Head office.	1Gbps		28,689/-
2	Link 2	SNDB Data Center to Waterpump branch.	100 Mbps		41,344/-
3	Link 3	SNDB Data Center to II Chundrigarh office.	25 Mbps		16,730/-
	的法法	Sub Total		The start of the	86,757/-
		Grand Total (A+B)			
*Low	*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)		Rs.1,014,034 Per Year	/-	

Vendor agrees to provide the services to the bank as per tender opening date 30-09-2022

Terms & Conditions:

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

- 1. All terms and conditions of the tender document will remain part of this agreement.
- 2. All 3 Links must be installed and handed over within 30 days after the order of installation in Pakistan. The Bank shall impose a fine of Rs. 500/- per day in case of failure to deploy the Links at the Un-Installed Sites within 5 days of the Delivery Timelines with respect to such Sites and Rs, 1000/- per day will be charged in case of failure of deploy the Links at the Un-Installed Sites within 15 days of the Delivery Timelines up to maximum of Rs100,000/- per branch. Vendor will be issued a certificate of delivery /satisfaction by the bank which shall evidence that data connectivity at Un-Installed sites has been established with other sites.
- The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installations, software, labor etc. Including delivery charges up to the Sites on a countrywide basis. (below are some points which also mentioned in tender document)
 - a) First shifting cost of any site (branches/aggregations) will be FOC
 - b) For Radio, qualifier should share the tower/pole health check report annually
 - c) Repairing/maintenance/removal/shifting cost of tower/pole will be covered by bidder
 - d) If pole/tower need to be replace with pole/tower at any site because of line of sight issue. The cost will be covered by bidder
 - e) Bidder will responsible to reply against any compliance related issue raised by PTA or any governing/administrative authority
 - f) Bidder will pay the annual fees against tower (If needed) to administrative/local/governing authorities like DHA, PHA, KMC, KDA etc
 - g) During shifting if media is not available/feasible, bidder is responsible to acquire services of fiber/radio from any local/other service provider to serve SNDB instead of leaving the site by saying that it is not feasible or providing DSL services. Leaving 10 or more site will let bidder disqualified

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Page 2 of 7



- In case of increase/decrease of further levy of any taxes and duties from existing levied taxes/duties, during the term of this agreement enhanced/changed tax/duty amount will be adjusted, accordingly.
- 5. Within thirty (30) days, the Purchaser shall pay the Vendor agreed One Time Costs (OTC) and Monthly Recurring Charges (MRC) mentioned in Vendor proposal with respect to the Links successfully deployed at 154 Installed Sites. The Vendor shall raise an invoice with respect to the aforementioned OTC and MRC as soon as reasonably possible, however failure by the Vendor to submit a timely invoice shall not affect the Purchasers obligation to make the payment within the reasonable time subject to vendor raising the invoice even at a later date.
- 6. In consideration of the Services being provisioned by the Vendor, the Purchaser shall be liable pay the Vendor as per attached list which is already mentioned in Vendor proposal as Monthly Recurring Charges ('MRC'). The accrued Monthly Recurring Charges with respect to the period starting from the 1st link installation /provisioning till the Effective Date shall be payable within 30 days.
- 7. Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis. Effective from when circuits get commissioned in 2022, the aggregate Monthly Recurring Charges for the relevant quarter ('Aggregate Quarterly Charges') shall be payable within 30 days from the commencement of the quarter. The Vendor shall raise an invoice with respect to the aforementioned Aggregate Quarterly Charges as soon as reasonably possible.
- All the payment due hereunder shall be effected either through wire transfer to the bank account designated by the Vendor or through pay order in favor of the Vendor.
- One resident engineer shall be dedicated to the bank to resolve the day by day support issues and deployment of the project without any additional cost to the bank.
- The Bank would refund the bid security valuing Rs. 53,000/= submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
- 11. Vendor must provide min 98% link availability with the following clauses of down time in terms of the SLA
 - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
 - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
 - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
 - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
 - Per day Rs. 10,000 will be deducted after 48 hours
- 12. The Vendor will provide the Bank with a performance security in the form acceptable to the Bank for an amount equivalent to 10% of the total contract price. The Bank shall release the performance security after 6 months from effective date of contract.
- 13. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement regarding the dispute the matter shall first be brought before the grievance committee of the bank who shall pass a speaking order after giving a proper hearing opportunity to the vendor.. Thereafter, in case the vendor is not satisfied with the decision, the matter shall be referred to a sole arbitrator to be mutually agreed by the Parties. The award of the arbitrator shall be binding and final. The arbitration proceedings will be conducted in Karachi and under the Arbitration Act 1940 (as amended) and arbitration shall be condition precedent to any step in the legal proceedings.

14. Termination

- 14.1 The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 14. In such an occurrence the Purchaser shall give not less than thirty days' written notice of termination to the Vendor:
 - a) If the Vendor does not remedy the failure in the performance of their material obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;

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Page 3 of 7



- b) If the Vendor becomes insolvent or bankrupt;
- c) If the Vendor, based on evidence gathered by the Purchaser, has engaged incorrupt or fraudulent practices in competing for or in executing the Contract; and
- d) If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty consecutive (30) days;
- 14.2 The Vendor may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause:
 - a) If the Purchaser fails to pay any money/amount due to the Vendor pursuant to this Contract within the specified time;
 - b) If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

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

- 14.3For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Contract, shall not be a breach of this Contract, if such failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, satellite outage or malfunction, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, war, civil disorder, epidemics, quarantines, embargoes, act of terrorism, judicial act, governmental or semi-governmental act. This list is non-exhaustive.
- 15 If any provision of this Contract is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Contract shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions.
- 16 The term of this Agreement shall be for a period of 01 (one) year, which may by extendable up to 03 (three) years by mutual consent of both parties commencing from the effective date of this agreement
- 17 The Purchaser acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Links or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vendor has a contractual arrangement) or the Vendor (as the case maybe) and the Purchaser shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.
- 18 No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.
- 19 Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to the Purchaser due to any reasons attributable to the Purchaser and/or the third parties or due to any reason which may include Force Majeure or otherwise.
- 20 The Vendor will not assign this Contract to any party without the consent of the Purchaser provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Contract. The agreement will be executed by authorized representatives of both parties.

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Page 4 of 7



21 Either Party may specifically waive any breach of this Contract by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Contract, in which event the breaching Party shall comply as directed from such time forward.

22 CONFIDENTIALITY

- i. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of Vendor and its personnel during normal course of business / Services shall be the property of the bank at all times and / or any of the bank's communications, whether in oral, written, graphic, magnetic, electronic, or other form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by Vendor.
- ii. In the event of breach of this clause, either party shall be liable to pay damages to the affected party and indemnifies the other party against any injury arising out of any breach of this clause by either party.
- iii. The Parties obligations in this section will survive after the termination of this Agreement.

23 INDEMNIFICATION.

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

Further Clauses for Termination of Agreement by the Bank:

- If the Vendor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement subject to provision of 30 days notice.
- If issued two (2) warning letters/emails issued by the Bank to the vendor for its unsatisfactory current
 performance.
- 24 Any notice, request, statement, intimation, reference or other communication provided for in this Contract shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.



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SatComm Pvt Limited

Attn:

Sindh Bank

Attn: Information Technology Division 3rd Floor Imperial Court Dr. Zia Uddin Ahmed Road Karachi

All notices shall only be effective on receipt.

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

Ensuring Access to SBP

<u>Vendor</u> and BANK will ensure that the State Bank of Pakistan is provided necessary access to the documentation and records in relation to the outsourced activities and the right to conduct on-site to <u>State Bank of Pakistan</u> if required.

RIGHT TO AUDIT:

Purchaser agrees that: it will maintain all its records for the entire duration of the Agreement, and for at least three (3) years after completion of tenure of agreement thereafter or for as long as required under the applicable law; and make readily available to PTCL, any books, records or accounts, and personnel related to the business/Agreement entered into with PTCL, and make its personnel accessible to PTCL in this regard, if so requested for the purpose of any investigation and/or audit that PTCL may have to carry out for a legitimate reason determined by PTCL.

Authorized Representative:

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Vendor may be taken or executed by the authorized officials.

Governing Law Jurisdiction:

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan and jurisdiction of the local courts in Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement will attract.

Anti- Money Laundering Requirement:

The Vendor acknowledge that they do not violate any statutory/prudential requirement on antimoney laundering or record keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.

Force Majeure

Neither party shall be liable for any failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, shortage of labor or materials, labor disputes, government restrictions, or any other cause beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance shall be deferred for a period of time equal to the time lost by reason of the delay. The affected party shall notify the other in writing of such events or circumstances promptly upon their occurrence.

Settlement of Disputes:

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.

If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

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Obligation of the Contractor:

 The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.

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

Extension of Time:

Any period within which Party shall, pursuant to this agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Taxes and Duties

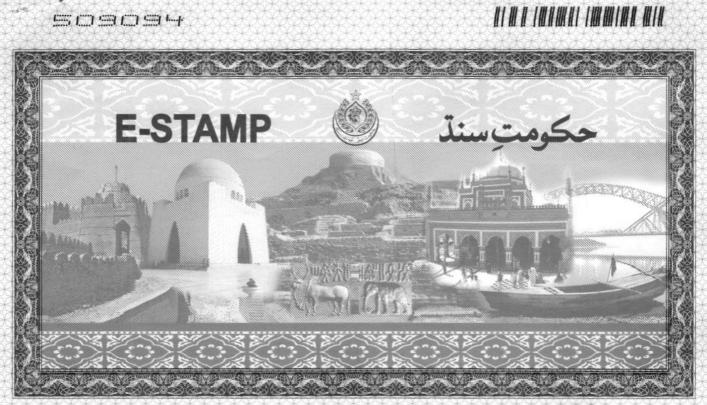
The Vendor and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price

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

Signature .	Signature Js-Opman (2011) Linh
Name SYED ZEESHANOL HAO,	Signature ASIM ARMAN
Designation SYED ZEESHAN-UL-HAQ SVP Information Technology Company Name SINDH BANK LIMITED Head Office, Karachi. Address	Designation <u>General Margen</u> Company Name <u>SA7COMM (PUT)</u> 40 Address P-38, SITR, Karnen.
Stamp	Stamp
Witness: Signature Acutoman Huraria	Witness: Signature
Name MULLAMMAD SARGANAZ WARLS	Name Foiler Khen
Designation MANAGER NETWORKS	Designation Accounts Assictant Address D-38, Site Ara Kalach
Address 3 to FLOOR IMPERIAL	Address D-38, Site Ara Kalach
COURT	

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NBP-0002-2301100001696639

Non-Judicial

GoS-KHI-C07E73DD7A82F03C

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Rs 3,644/-

Description	: Contract - 15(a)
Principal	: SINDH BANK LIMITED [00000000]
Contractor	: SATCOMM PVT LIMITED [00000000]
Applicant	: ABDUL SALAM [42401-1816361-9]
Stamp Duty Paid by	: SATCOMM PVT LIMITED [00000000]
Issue Date	: 10-Jan-2023, 10:57:43 AM
Paid Through Challan	: 20238586290EDEC9
Amount in Words	: Three Thousand Six Hundred and Forty Four Rupees Only
	Please Write Below This Line

