

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. _____ Supply & Installation of Communication Links
- 2) PROVINCIAL / LOCAL GOVT./ OTHER _____ Scheduled Bank
- 3) TITLE OF CONTRACT _____ Supply & Installation of Communication Links
- 4) TENDER NUMBER _____ SNDB/COK/ADMIN/TD/1270/2022
- 5) BRIEF DESCRIPTION OF CONTRACT _____ Supply & Installation of Communication Links
- 6) FORUM THAT APPROVED THE SCHEME _____ Competent Authority
- 7) TENDER ESTIMATED VALUE _____ Rs.312,000/-
- 8) ENGINEER'S ESTIMATE _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 1 Year
- 10) TENDER OPENED ON (DATE & TIME) _____ 11/10/2022 at 1115 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD ² _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____ 2
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS ² _____
06/03/2022
- 14) BID EVALUATION REPORT _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____ M/s. Wateen Telecom Limited. Office 6th Floor. Pansa
- 16) CONTRACT AWARD PRICE _____ Rs.154,764/- Tower, Pechid Main, Shikhar Faisal
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. Wateen 2. M/s. PTCL
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ ☐
- c) TWO STAGE BIDDING PROCEDURE _____ ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____ ☐

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

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

Yes	SPPRA NIT ID T00531-22-009 23.09.2023
No	

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

Yes	Express Tribune, Sindh Express & Daily Express 23.09.2022
No	

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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

Yes	
No	

Signature & Official Stamp of
Authorized Officer

ARSHAD ABBAS SOOMRO
Head of Administration & Security
Administration Division
Sindh Bank Limited
Head Office, Karachi

30/3/2023

FOR OFFICE USE ONLY

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

Print

Save

Reset

Date: 02-11-2022

Bid Evaluation Report		
Supply & Installation of Communication Links 35 branches		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1270/2022
3	Tender Description	Supply & Installation of Communication Link 35 branches
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA NIT ID: T00531-22-009 Express Tribune, Sindh Express, Daily Express (23/09/2022)
6	Total Bid Documents Sold	02
7	Total Bids Received	02
8	Technical Bid Opening Date	11/10/2022 Time: 1115 Hours
9	Financial Bid Opening Date	11/10/2022 Time: 1115 Hours
10	No of Bid Technically Qualified	02
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.312,000 /-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Wateen	Rs. 154,764/- (Per br cost for 1 Year)	1 st Lowest Qualified Bidder	Rs. 157,236/- below with the estimated cost	Accepted Being the Most Advantageous Bid	
2	M/s PTCL	Rs. 162,048/- (cost for 1 Year)	2 nd Lowest Qualified Bidder	Rs. 149,952 /- below with the estimated cost	2 nd Lowest Qualified Bidder	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Wateen 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

7. 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


1. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
2. 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.
3. The Bidder must be in Data Connectivity Services Business for at least 05 Years. (Attach documentary proof as Annexure-8).
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).

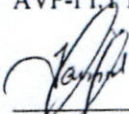
Attachment of evidence or documentary proof for point no.3 & 4 are mandatory at the time of submission of tender document. In case of non-provision of the evidence, the company will be straight away disqualified.

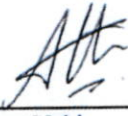
DISQUALIFICATION

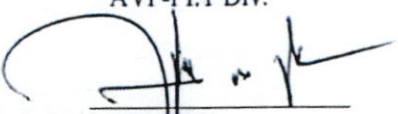
The bidder will be considered disqualified during technical/financial evaluation process or after award contract if:

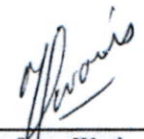
1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Alternate bid is offered.
4. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal 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.
7. If during verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance



Danish Shaukat
AVP-I I.T Div.


Tanzeem Ghousi
AVP-I Finance Div.


Athar Nabi
AVP-I I.T Div.


Ahsan Ali
VP-I Operations Div.


Sarfaraz Waris
AVP-I I.T Div.


Zeeshanul Haq
SVP-II I.T Div.

PTCL

Eligibility Criteria

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

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

Note

1. Qualifying marks for the bid is minimum 70 for Technical Phase.
2. 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.
4. If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-6).
5. 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)
6. 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.

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IDBL.

Date:

7. 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.

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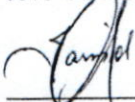
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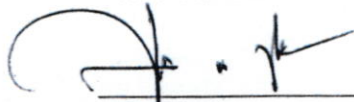
Danish Shaukat
AVP-I I.T Div.



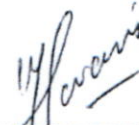
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Zeeshan ul Haq
SVP-II I.T Div.

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

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Supply and Installation of Communication Links.

TYPE OF TENDER

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

OPENING DATE

11-10-22

OPENING TIME

1115 Hrs

ATTENDANCE (MEMBER PC)

NAME

NAME

NAME

NAME

NAME

FIRM

BID OFFERED

ATTENDANCE (REPS. OF BIDDERS)

①

PTCL

②

Watekar

Rs. 418,624/-

Rs. 5,416,935/-

TOTAL BIDS ACCEPTED FOR EVALUATION

OF BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

ATTENDANCE SHEET
 BID OPENING -

FOR SELECTION OF Supply and Installation of Communication links.

Date: 11-10-2022

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	PICL	Waqar	0335 3226677	Clifton Karachi	M. Haseeb
02	Wafar	ASIF HUSSAIN	0322-3902067	PARSA TOWER	At

Signature –Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)



		Road,(South)Mouza Qila Deedar Singh, ,, Gujranwala		
12	0388	Building (Ground+ 2nd Floor) constructed on Plot No.R-323, Block-18, Scheme No.16, F.B. Area, ,, Karachi	Wateen Fiber	11,830
13	0389	Plot No.L-1, Sector 1/D, Orangi Town, ,, Karachi	Wateen Fiber	11,830

Price Schedule in PKR

IFB No: SNDB/COK/ADMIN/TD/1270/2022
Title: Supply & Installation of Communication Links (35 branches)
Bidder: Wateen Telecom Limited

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-IDBL.

Date: _____

Sno	Code	Branches/Location	Media Fiber/P2P Radio Specify only One	Communica tion Link OTC Cost "A"	Communicatio n Link Recurring Charges "B" (with tax) in PKR
0	Aggregation Site Khi	Karachi	Wateen Fiber	0	-
0	DR Site Lhr	Lahore	Wateen Fiber	0	-
0	CCTV Control Room	Karachi	Wateen Fiber	0	-
1	410	Plot / Jaryan No.50, Opposite Hyderi Hotel, Mithi, ,, Matli, Branch Code 0410 - Mithi Branch	Wateen Fiber	0	11,830
2	0643	Main Bazar Manawala opposite Govt boys high School - Main Bazar Village Manawala, distt. Sheikhpura	Wateen Fiber	0	11,830
3	359	Shops No. 8, 9, 10 & 11, Ground Floor, Sea Breeze Heights, Near Jade Garden, Plot No. FL-2, Block-2,, Main Clifton, Karachi	Wateen Fiber	0	11,830
4	Civic Centre Booth 432	Block-CCI, Survey Nos.221/B-I, 221/C-2 & 221-I, PIA Office, Thandi Sarak, Hyderabad, ,, Hyderabad	Wateen Fiber	0	11,830
5	5606	Ghalla Mandi,Sheikhpura (Islamic) Shop No.V-4, S112, Ghalla Mandi, Sheikhpura	Wateen Fiber	0	11,830
6	0904	Plot No.D-20, Housing Scheme,Rawalakot, AJK, ,, Muzzafarabad	Wateen Fiber	0	11,830
7	138	City Survey No. 388, situated in Den Tando Shah, Tapo Kotdiji District Khairpur., Main Clifton, Khairpur, Branch Code Kot Banglow Taluka Kotdigi Distt-Khairpr	Wateen Fiber	0	11,830
8	0139	Shop No. 225, 226, Godown & House Situated at Near Police Station Tharri Mirwah, Taluqa Mirwah, Khairpur	Wateen Fiber	0	11,830
9	0714	Shop No.36 & 37, Near Sohbat Pur Chowk, Quetta Road, Dera Allah Yar, Balochistan	Wateen Fiber	0	11,830
10	0684 - DHA Phase-4 Lahore	145 CCA, Sector DD, Phase-IV, DHA, Lahore Cantt., Main Clifton, Lahore, Branch Code 0684 - DHA Phase-4 Lahore	Wateen Fiber	0	11,830
11	690	Khewat No.459, Khatooni # 539, Khasra# 4311/2716/2437, Hafizabad	Wateen Fiber	0	11,830

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

BUSINESS SOLUTIONS
 INNOVATIVE. DEPENDABLE. AGILE

FINANCIAL PROPOSAL

Date: PRICE SCHEDULE

(Applicable for the year 2022-2023)

Name of Bidder: Pakistan Telecommunication Company Limited

S#	Code	Branches/Locations	Media Fiber or Radio (Specify Only One)	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0410	Mithi Branch	FIBER	Waived	PKR 13,504
2	0643	Manawala	FIBER	Waived	PKR 13,504
3	0359	Jade Garden Karachi	FIBER	Waived	PKR 13,504
4	0432	Civic Center Hyd	FIBER	Waived	PKR 13,504
5	5606	Sheikhpura - Islamic	FIBER	Waived	PKR 13,504
6	0904	Rawalakot	NOT QUOTED		
7	0138	Kot Banglow, Taluka Kotdigi, Distt. Khairpu	RADIO	Waived	PKR 13,504
8	0139	Thari Mirwah Distt. Khairpur	RADIO	Waived	PKR 13,504
9	0714	Dera Allahyar	RADIO	Waived	PKR 13,504
10	0684	DHA Phase-4, Lahore	NOT QUOTED		
11	0690	Village Qila Deedar Singh	FIBER	Waived	PKR 13,504
12	0388	Gulberg/Samanabad, F.B. Area	FIBER	Waived	PKR 13,504
13	0389	Orangi Town Branch 2	FIBER	Waived	PKR 13,504
14	0390	Abul Hasan Isphahani Road	FIBER	Waived	PKR 13,504
15	0391	Baldia Town	NOT QUOTED		
16	0392	Gulshan-e-Iqbal, 13D-2	FIBER	Waived	PKR 13,504
17	0393	Quaidabad	FIBER	Waived	PKR 13,504
18	0144	Larkana, Anaaj Mandi	FIBER	Waived	PKR 13,504
19	0443	Golarchi, District Badin	RADIO	Waived	PKR 13,504
20	0444	Mirpur Sakro, District Thatta	RADIO	Waived	PKR 13,504
21	0146	Chundko, District Khairpur	RADIO	Waived	PKR 13,504
22	0446	Tando Jam	FIBER	Waived	PKR 13,504
23	0694	Bhalwal, District Sargodha	FIBER	Waived	PKR 13,504
24	0695	Bahawal Nagar	RADIO	Waived	PKR 13,504
25	0697	Adda Uttary, Mouza Gith Barabar Multan	FIBER	Waived	PKR 13,504
26	0813	Dera Ismail Khan City, KPK	RADIO	Waived	PKR 13,504
27	0814	But Khaila, Near Lower Deer, KPK	RADIO	Waived	PKR 13,504
28	0905	Danyore, Gilgit	NOT QUOTED		
29	Offsite ATM(03 93)	District Prison Jail Malir	FIBER	Waived	PKR 13,504
30	0369-Booth	SBCA Booth	FIBER	Waived	PKR 13,504



Pakistan Telecommunication Company Limited

PTCL Zonal Office South Hatim Alvi Road, Block-4 Clifton Karachi.

www.ptcl.com.pk/business PTCLBusiness PTCLBusinessSolutions

31	Offsite-ATM	Future Provision ATM	FIBER	Waived	PKR	13,504
32	Offsite-ATM	Future Provision ATM	FIBER	Waived	PKR	13,504
33	Offsite-ATM	Future Provision ATM	FIBER	Waived	PKR	13,504
34	Offsite-ATM	Future Provision ATM	FIBER	Waived	PKR	13,504
35	Offsite-ATM	Future Provision ATM	RADIO	Waived	PKR	13,504
		Aggregation Site Khi	Nil	Nil	Nil	
		DR Site Lhr	Nil	Nil	Nil	
		CCTV Control Room	Nil	Nil	Nil	
Sub Total				PKR 0	PKR	418,624
Grand Total (A+B)				PKR		418,624
'Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)						
No. of Branches						PKR 162,048

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 countrywide basis.

2. 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.

3. 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.

4. 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.

5. 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



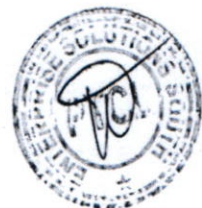
SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____



Pakistan Telecommunication Company Limited

PTCL Zonal Office South Hatim Alvi Road, Block-4 Clifton Karachi.

www.ptcl.com.pk/business PTCLBusiness PTCLBusinessSolutions

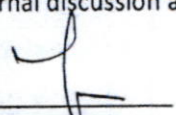
OFFICE ORDER

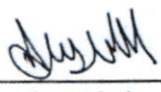
SUBJECT: EXTENSION FOR BID VALIDITY PERIOD


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 NIT ID No: T00531-22-0002

1. Supply & Installation of Communication Link.

The reason for extension is due to delay in submission of agreement at vendor's end as legal department of M/s Wateen has raised some queries over the agreement's few points which are under internal discussion and take some more time.


 Farhan A Siddiqui
 AVP-I/Admin Division


 Ather Iqbal
 AVP-I/Admin Division


 S. Zeeshan ul Haq
 SVP/IT Division

Members – Procurement Committee

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

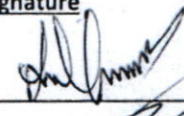
(Mr. Arshad Abbas Soomro) Head of Administration – SVP – Member

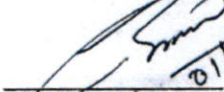
(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI – AVP – Member

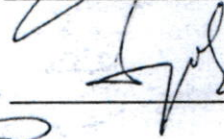
(Mr. Syed Assad Ali Shah) GBH Sindh-(R)-Co-opted Member

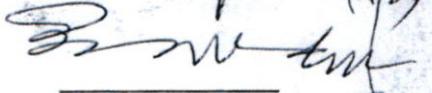
(Mr. Syed Ata Hussain) EVP-I.T. Head- Co-opted Member

Signature

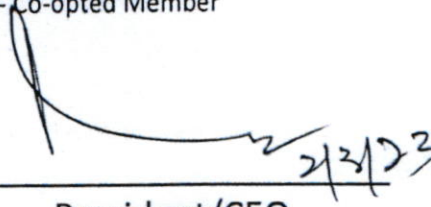



 01/2/2023


 10/2/23






 21/3/23
President/CEO



January 10th. 2023

Attn: Head of IT,
Sindh Bank Ltd.
Federation House, Clifton near Park Tower,
Karachi.

Sub: Extension of Bid Validity of Supply and Installation of Communication Links Tender #
SNDB/COK/ADMIN/TD/1270/2022

Dear Sir,

Subject tender was submitted and opened on 11-Oct-2022. As per the tender document the bid was to remain valid for a period of 90 days from the date of opening of tender. As the validity has ended, we allow to extend the bid validity further by 90 days.

Your support is highly appreciated.

Yours truly,

Syed Asif
Corporate Account Manager
0322 3902867
syed.asif@wateen.com



Wateen Telecom Limited.
11, Main School Road,
Sector F-6/1, Islamabad.
UAN: 111-999-919
Email: info@wateen.com
Web: www.wateen.com

PURCHASE ORDER

PO No: 257

Date: 24-03-2023

M/s Wateen Telecom Limited,
 Office 6th Floor Parsa Towers,
 P.E.C.H.S Block 6,
 Main Shakra-e-Faisal,
Karachi.

Subject: Supply & Installation of Communication Links.

Dear Sir,

With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1270/2022 Dated 23-09-2022 For Supply & Installation Of Communication Link 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	OTC	MRC	Br Cost With OTC	Total Contract value for 35 Br (Including all Taxes)
Communication Link cost for 1st Year	35	448,125/-	11,830/-	35*(11,830*12)+448,125 = 5,416,725/-	Rs= 5,416,725/-

Terms & Conditions

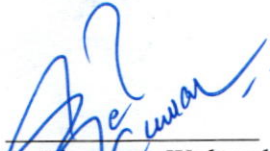
Payment Terms

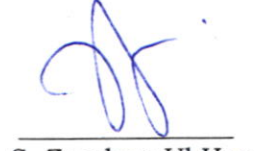
As Per Agreement.

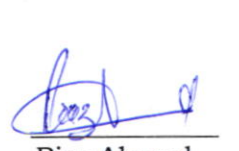
Taxes/Deduction

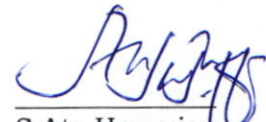
Above Prices are inclusive of all taxes.

Thank you,


 S. Khuram Waheed
 OG-I/I.T. Div


 S. Zeeshan Ul Haq
 SVP-II/I.T. Div


 Riaz Ahmed
 EVP-II/ I.T Div.


 S. Ata Hussain
 EVP/ Head Of IT

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 35 countrywide branches. 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	Connectivity Required For 35 Branches/Sites: (List Attached as Annexure H)
1.1	<p>SNDB require Fiber Optic/ Radio layer 3 connectivity for creating Virtual Private Network (VPN) over physical connectivity for its 35 branches. Bid is invited for 3 Mbps CIR (Committed Information Rate) on fiber optics or 3 Mbps CIR on Radio data link for 35 branches with Aggregation sites at primary Karachi, DR(Disaster Recovery) site at Lahore and CCTV control room at Preedy Street.</p> <p>To maximize availability of the links, vendor who is already providing 1st link for the branch /site will not be allowed to provide 2nd link for the same branch/site i.e. If company A is providing 1st link, company A cannot provide the 2nd link directly or indirectly.</p> <p>Bidder should quote for all/maximum branches, however bidder quoting less than 30 branches/sites will not be considered and disqualified from the very outset. The bidder is liable to provide approx. atleast 60% branches should be on fiber optics.</p> <p>Ethernet interfaces should be provided at all three Aggregation sides.</p>
1.2	<p>Appropriate links on dual fiber (buried) for Aggregation Sites shall be provided at SNDB Data Center at Imperial Court Civil Line, Karachi, SNDB DR Site Lahore & CCTV control room.</p> <p>Aggregation, DR Site & CCTV Control room link cost must be covered with branch link i.e. no separate charges will be paid for Aggregation, DR site and Control Room.</p> <p>Addresses for Aggregation ,head office, DR Site & CCTV control room are as follows:</p> <p><u>Aggregation Site:</u> 3rd Floor, Imperial Court Civil Line, Karachi, Clifton, Karachi.</p> <p><u>DR(Disaster Recovery) Site:</u> Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A, Lahore Cantt. Lahore.</p> <p><u>CCTV Control Room :</u> Property # 326/2, Artillery Maidan, Preedy Street, Saddar, Karachi</p> <p>Location of 35 branches/sites are attached in tender document as Annexure H</p>
1.3	<p>Standard sealed cabling with all the accessories (UPVC piping) should be used at branch and aggregation ends to terminate the link within the branch building/premises.</p> <p>Service provider will be responsible for the transportation, boarding & lodging of its engineering/support team at all sites without any additional cost to SNDB.</p>

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.
1.4	<p>Bidder should have its own MPLS (Multiprotocol Label Switching) or equivalent Network at core end to provide Layer 3 connectivity i.e. IP based connectivity on SNDB branches and SNDB Aggregation Sites.</p> <p>Bidder should provide visibility of services offered on monitoring system / NMS.</p> <p>Link must have the capability of data bandwidth up gradation for future expansion requirements.</p> <p>In case branch 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.</p>
1.5	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 data communications.
1.6	First shifting cost of any site (branches/aggregations) will be FOC
1.7	For Radio, qualifier should share the tower/pole health check report annually
1.8	Repairing/maintenance/removal/shifting cost of tower/pole will be covered by bidder
1.9	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
1.10	Bidder will responsible to reply against any compliance related issue raised by PTA or any governing/administrative authority
1.11	Bidder will pay the annual fees against tower (If needed) to administrative/local/governing authorities like DHA, PHA, KMC, KDA etc
1.12	Vendor is liable to arrange and bare expenses of fiber/radio connectivity from local/other service provider, if new location will not come under the coverage area of bidder Note: Above point will only be valid for shifting cases.
1.13	Backing off from 10 or more out of 35 sites will let bidder to disqualification.

Note:

1. 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.

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

4. 98% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:

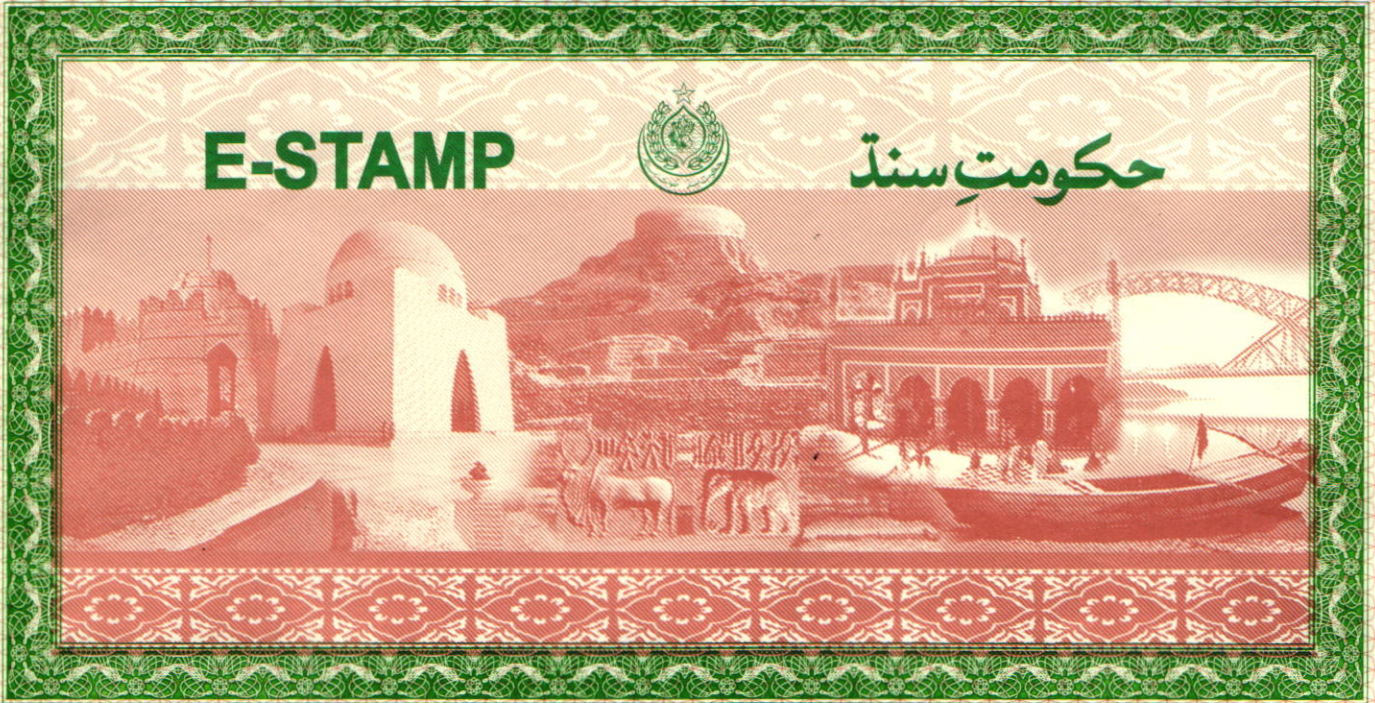
- Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
- Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
- Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
- Equal or more than 24 hours and less than 48 hours = 10,000 deducted
- Per day Rs. 10,000 will be deducted after 48 hours

5. Formula for selecting lowest Financial Bid Value:

$$\text{Bid Value} = \frac{(\text{Total OTC of all branches quoted})}{(\text{No. of Branches on Fiber/ Radio})} + \frac{(12 \times \text{Total MRC of all branches quoted})}{(\text{No. of Branches on Fiber/Radio})}$$

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 disqualification.



NBP-0085-2302220001921294

GoS-KHI-902BB1B75C0ED5B7

Non-Judicial

Rs 3,018/-

Description : Contract - 15(a)
 Principal : Sindh Bank Ltd [36540087]
 Contractor : Wateen Telecom [23975652]
 Applicant : Nadir [42101-1733129-9]
 Stamp Duty Paid by : Wateen Telecom [23975652]
 Issue Date : 22-Feb-2023, 12:36:32 PM
 Paid Through Challan : 2023B1552F11AB02
 Amount in Words : Three Thousand and Eighteen Rupees Only

Please Write Below This Line

Tender Ref. No. SNDB/COK/ADMIN/TD/1270/2022

CONTRACT

This services agreement (the "Agreement") is made on this 30 day of MARCH 23 ("Execution Date"), and shall be effective from 1st January, 2023 ("Effective Date"), by and

BETWEEN

SINDH BANK LIMITED, a company incorporated under the laws of Pakistan, having its head office at 3rd Floor, Federation House, Clifton, Karachi, Pakistan (hereinafter referred to as the 'The Bank/Purchaser' 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

WATEEN TELECOM LIMITED, a company incorporated under the laws of Pakistan, having its regional office at 6th Floor, Parsa Towers, P.E.C.H.S, Block 6, Main Shahr-e-Faisal, Karachi, Pakistan and registered office at Main Walton Road, Opposite Bab-e-Pakistan, Walton Cantt., Lahore, Pakistan (hereinafter 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/ P2P Radio Communication Links with 3 Mbps CIR data link for 35 branches with Aggregation site at Karachi (3rd Floor, Imperial Court, Civil Line, Karachi), DR site at Lahore (Sindh Bank, Y Block DHA, Lahore) and CCTV Control Room (Property # 326/2, Artillery Maidan, Preedy Street, Saddar, Karachi) as detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of **MRC = Rs. 414,068** ('Monthly Recurring Charges') and **OTC = Rs. 448,125** (One Time Charges) to be made by the Bank against the installation and commissioning of the Links and against the provisioning of Services. Details of branches with financial is attached as **Annexure-A**.

Vendor agrees to provide the services to the Bank as per tender opening date 11-10-2022.

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 35 Links must be installed and handed over within 30 days after the order of installation in Pakistan. The Purchaser 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 Purchaser which shall evidence that data connectivity at un-installed sites has been established with other sites.
3. The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installations, software, labour 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 the Vendor.
 - 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 the Vendor.
 - e) The Vendor will responsible to reply against any compliance related issue raised by PTA or any governing/administrative authority.
 - f) The Vendor 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, the Vendor is responsible to acquire services of fibre/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 get the Vendor disqualified.
4. 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.



1. The first part of the report deals with the general situation of the country and the progress of the work during the year.

2. The second part of the report deals with the results of the work during the year.

3. The third part of the report deals with the financial statement of the year.

4. The fourth part of the report deals with the conclusions of the year.

5. The fifth part of the report deals with the recommendations of the year.

6. The sixth part of the report deals with the summary of the year.

7. The seventh part of the report deals with the appendix of the year.

8. The eighth part of the report deals with the index of the year.

9. The ninth part of the report deals with the bibliography of the year.

10. The tenth part of the report deals with the conclusion of the year.

11. The eleventh part of the report deals with the summary of the year.

12. The twelfth part of the report deals with the appendix of the year.

13. The thirteenth part of the report deals with the index of the year.

14. The fourteenth part of the report deals with the bibliography of the year.

15. The fifteenth part of the report deals with the conclusion of the year.

16. The sixteenth part of the report deals with the summary of the year.

17. The seventeenth part of the report deals with the appendix of the year.

18. The eighteenth part of the report deals with the index of the year.

19. The nineteenth part of the report deals with the bibliography of the year.

20. The twentieth part of the report deals with the conclusion of the year.

21. The twenty-first part of the report deals with the summary of the year.

22. The twenty-second part of the report deals with the appendix of the year.

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.
8. 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.
9. 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.
10. The Bank would refund the bid security valuing Rs. 271,000/- submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
11. Vendor must provide minimum 97.5% for linear and 99.5% for redundant fiber link availability in accordance with the following clauses of down time in terms of the SLA.

Service Availability (%)	Deduction from Monthly / Quarterly Recurring Service Charge
100% - 97.50%	No Deduction
97.49% - 95.50%	1% Deduction
95.49% - 93.50 %	3% Deduction
93.49% - 91.50%	5% Deduction
91.49% - 89.50%	7% Deduction
Less than 89.49%	9% Deduction

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 the Effective Date of the Agreement.
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 Agreement 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;
- b) If the Vendor becomes insolvent or bankrupt;
- c) If the Vendor, based on evidence gathered by the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement; 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 Agreement, 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 Agreement within the specified time;



1. The first part of the report deals with the general situation of the country and the results of the survey.

2. The second part of the report deals with the results of the survey in the different regions of the country.

3. The third part of the report deals with the results of the survey in the different districts of the country.

4. The fourth part of the report deals with the results of the survey in the different provinces of the country.

5. The fifth part of the report deals with the results of the survey in the different counties of the country.

6. The sixth part of the report deals with the results of the survey in the different parishes of the country.

7. The seventh part of the report deals with the results of the survey in the different manors of the country.

8. The eighth part of the report deals with the results of the survey in the different lordships of the country.

9. The ninth part of the report deals with the results of the survey in the different tithings of the country.

10. The tenth part of the report deals with the results of the survey in the different hamlets of the country.

- 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 Agreement, 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 Agreement, 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 Agreement.

- 14.3 For 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 Agreement, shall not be a breach of this Agreement, 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 Agreement is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Agreement 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 be 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 Agreement 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 Agreement 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 Agreement. The Agreement will be executed by authorized representatives of both parties.
- 21 Either Party may specifically waive any breach of this Agreement 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 figure



compliance with the waived term or terms of this Agreement, 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:

- of the Bank has engaged in corrupt or fraudulent
- 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 letter/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 Agreement 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.

At



1948

Wateen

**Attn: 6th Floor, PARSA Tower
Shahrahe Faisal, Karachi**

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 Agreement and the Tender document, the Agreement shall take precedence.
26. **ENSURING ACCESS TO SBP**
Vendor 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 State Bank of Pakistan if required.
27. **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.
28. **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.
29. **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.
30. **ANTI- MONEY LAUNDERING REQUIREMENT**
The Vendor 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.
31. **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.

32. **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.



33. OBLIGATION OF THE CONTRACTOR

1. 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.

34. 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.

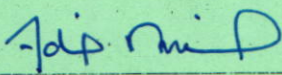
35. TAXES AND DUTIES

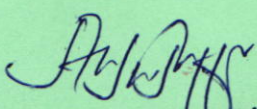
The Vendor and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price

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

For and on behalf of
WATEEN TELECOM LIMITED

For and on behalf of
SINDH BANK LIMITED

Signature 
Name : **Adil Rashid**
Designation: **CEO**
Company Name: **Wateen Telecom Limited**
Address _____


Signature 
Name **SYED ATA HUSSAIN**
Designation **EVP Head Information Technology**
Company Name **SINDH BANK LIMITED**
Address **Head Office, Karachi.**

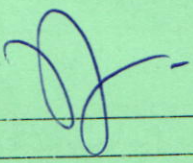
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Stamp:

Witness:

Witness:

Signature 
Name **ASIF HUSSAIN**
Designation **KAM**
Address **6th Floor, PARSATOWER,**
PECHS, Block-06, KHI

Signature 
Name **SYED ZEESHAN-UL-HAQ**
Designation **SVP Information Technology**
Address **SINDH BANK LIMITED**
Head Office, Karachi.



Annexure-A

S.no	Code	Branches/Location	Media Fiber/P2P Radio Specify only One	Communi cation Link OTC Cost "A"	Communication Link Recurring Charges "B" (with tax) in PKR
0	Aggregation Site Khi	Karachi	Wateen Fiber	0	-
0	DR Site Lhr	Lahore	Wateen Fiber	0	-
0	CCTV Control Room	Karachi	Wateen Fiber	0	-
1	410	Plot / Jaryan No.50, Opposite Hyderi Hotel, Mithi, ,, Matli, Branch Code 0410 - Mithi Branch	Wateen Fiber	0	11,830
2	0643	Main Bazar Manawala opposite Govt boys high School - Main Bazar Village Manawala, distt. Sheikhpura	Wateen Fiber	0	11,830
3	359	Shops No. 8, 9, 10 & 11, Ground Floor, Sea Breeze Heights, Near Jade Garden, Plot No. FL-2, Block-2,, Main Clifton, Karachi	Wateen Fiber	0	11,830
4	Civic Centre Booth 432	Block-CCI, Survey Nos.221/B-I, 221/C-2 & 221-I, PIA Office, Thandi Sarak, Hyderabad, ,, Hyderabad	Wateen Fiber	0	11,830
5	5606	Ghalla Mandi,Sheikhpura (Islamic) Shop No.V-4, S112, Ghalla Mandi, Sheikhpura	Wateen Fiber	0	11,830
6	0904	Plot No.D-20, Housing Scheme,Rawalakot, AJK, ,, Muzzafarabad	Wateen Fiber	0	11,830
7	138	City Survey No. 388, situated in Den Tando Shah, Tapo Kotdiji District Khairpur., Main Clifton, Khairpur, Branch Code Kot Banglow Taluka Kotdigi Distt-Khairpr	Wateen Fiber	0	11,830
8	0139	Shop No. 225, 226, Godown & House Situated at Near Police Station Tharri Mirwah, Taluqa Mirwah, Khairpur	Wateen Fiber	0	11,830
9	0714	Shop No.36 & 37, Near Sohbat Pur Chowk, Quetta Road, Dera Allah Yar, Balochistan	Wateen Fiber	0	11,830
10	0684 - DHA Phase-4 Lahore	145 CCA, Sector DD, Phase-IV, DHA, Lahore Cantt., Main Clifton, Lahore, Branch Code 0684 - DHA Phase-4 Lahore	Wateen Fiber	0	11,830
11	690	Khewat No.459, Khatooni # 539, Khasra# 4311/2716/2437, Hafizabad Road,(South)Mouza Qila Deedar Singh, ,, Gujranwala	Wateen Fiber	0	11,830
12	0388	Building (Ground+ 2nd Floor) constructed on Plot No.R-323, Block- 18, Scheme No.16, F.B. Area, ,, Karachi	Wateen Fiber	0	11,830
13	0389	Plot No.L-1, Sector 1/D, Orangi Town, ,, Karachi	Wateen Fiber	0	11,830
14	0390	Plot No.A-1/10, Block No.4, Scheme - 24, Gulshan-e-Iqbal , Abul Hasan Isphahani, Karachi	Wateen Fiber	0	11,830
15	0391	Plot No.667, Old No.1735/83, Anjam Colony, Baldia Town,, Karachi	Wateen Fiber	0	11,830



16	0392	Building (Ground +10th Floor) constructed on Plot No.SB-04, Block-13-D/2, Scheme-24, Gulshan-e-Iqb, ,, Karachi	Wateen Fiber	0	11,830
17	0393	Jiryan No.218, Survey No.NK-370 situated at Deh. And Tapu Landhi Bin Qasim Town, ,, Karachi	Wateen Fiber	0	11,830
18	0144	Survey No.1830-1831 & Survey No.1981/1, Ward-A, Mohalla Shewa Mandli Larkana.	Wateen Fiber	0	11,830
19	0443	Plot No.A-1, vide Jiryan No.618, situated at Deh Bharo Dari Tappo Golarchi District Badin	Wateen Fiber	0	11,830
20	0444	Plot vide Jiryan No.500/ 499 situated in Deh Mirpur Sakro, Tapo & Taluka Mirpur Sakro, Distt. Thatta	Wateen Fiber	0	11,830
21	146	Plot vide Survey No.15 Jiryan No.40, situated at Main Road, Chundko Tapo Surah, Taluka Nara, District, ,, Khairpur, Branch Code 0146 - Chundko District Khairpur	Wateen Fiber	0	11,830
22	446	Near TCS Office Sindh Bank LTD Tandojam Branch 0446. Main Hyderabad Road Tandojam, ,, TandoAdam, Branch Code TandoJam	Wateen Fiber	0	11,830
23	0694 - Bhalwal	Khasra No.890/2, Block-3, Mandi Bhalwal, District, Sargodha., Main Clifton, Sargodha, Branch Code 0694 - Bhalwal	Wateen Fiber	0	11,830
24	0695 - Bahawal Nagar	Al-Fazal Market, vide Khata No.2222, Khatooni No.2310, Qasbia Bahawalnagar, Minchanabad Road, Bahawa, ,, Bahawalnagar, Branch Code 0695 - Bahawal Nagar	Wateen Fiber	0	11,830
25	0697	02 Shops situated at Adda Uttary, Mouza Gith Barabar, Tehsil & District Multan	Wateen Fiber	0	11,830
26	0813	Shop No.1 & 2 in Sharjah Market North Circular Road, Dera Ismail Khan.KPK,	Wateen Fiber	0	11,830
27	0814	Market containing 30 Shops & 06 Rooms situated at Bahadar Khan Plaza, Main Bazar But-Khaila, Distt. ,, Malakand	Wateen Fiber	0	11,830
28	0905	Commercial Market, constructed on land vide Khasra No.959, situated at Village Shanot Tehsil Danyore, ,, Gilgit	Wateen Fiber	0	11,830
29	ATM-0393 - District Prison Jail Malir	District Prison Malir Karachi, ,, Karachi, Branch Code ATM-0393 - District Prison Jail Malir	Wateen Fiber	0	11,830
30	0369-Booth	Sindh Bank Booth Ground Floor SBCA Building Civic Center Karachi, Main Clifton, Karachi	Wateen Fiber	0	11,830
31		Future Provision ATM	Wateen Fiber	89,625	11,830
32		Future Provision ATM	Wateen Fiber	89,625	11,830
33		Future Provision ATM	Wateen Fiber	89,625	11,830
34		Future Provision ATM	Wateen Fiber	89,625	11,830
35		Future Provision ATM	Wateen Fiber	89,625	11,830



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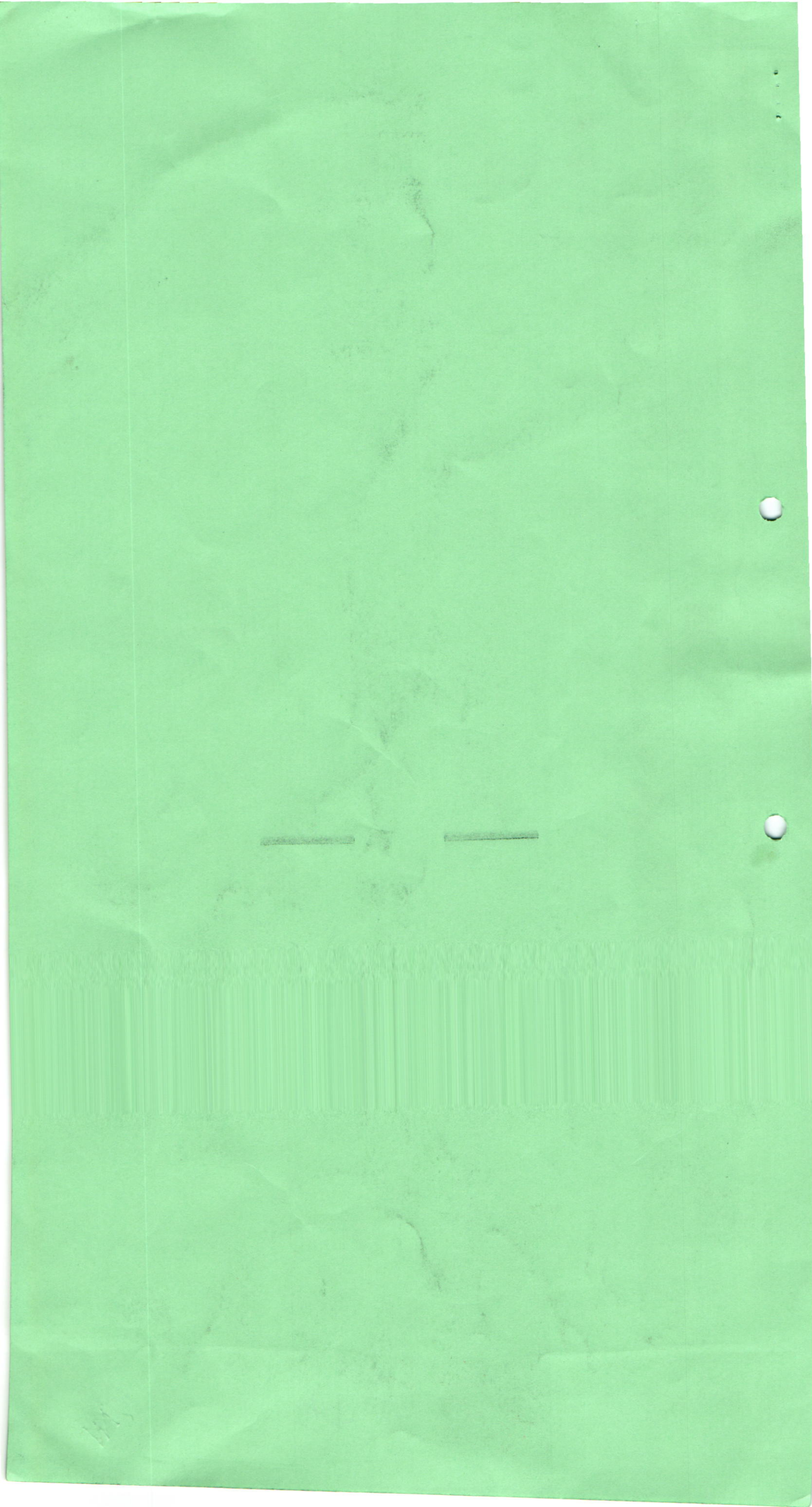
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		Sub Total		448,125	414,050
		Grand Total (A+B)			862,175
		*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)			
		No. of Branches			154,764

Aw





<u>Buyer List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Wateen	339
2	PTCL	339
Total		678