

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Bank Ltd
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Maintenance & Support of HP Servers
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1346/2023
- 5) BRIEF DESCRIPTION OF CONTRACT Maintenance & Support of HP Servers
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs. 1,826,403/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 year
- 10) TENDER OPENED ON (DATE & TIME) 12/10/ 2023 at 1245 Hrs
- 11) NUMBER OF TENDER DOCUMENTS SOLD 1
(Attach list of buyers) _____
- 12) NUMBER OF BIDS RECEIVED _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 1
- 14) BID EVALUATION REPORT
(Enclose a copy) 17/01/2024
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Jaffar Business System Pvt. Ltd
- 16) CONTRACT AWARD PRICE Rs. 2,100,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. M/s. Jaffar Business System Pvt. Ltd
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

Competent Authority _____

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

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

Yes	T00531-23-0002 07/09/2023
No	

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

Yes	Express Tribune, Daily Express & Sobh
No	

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer

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

FOR OFFICE USE ONLY

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

Print

Save

Reset

3. SCOPE WORK / TECHNICAL SPECIFICATION

Maintenance and Support Services of HP Servers at Sindh Bank Primary Site Karachi and Sindh Bank DR Site Lahore

Sindh Bank desires to engage partners of the HP equipment manufacturers to provide maintenance and support (including Parts & Labour) for 5 HP servers installed at Sindh Bank Karachi and Lahore data centres, as per the details given in this document and specification mentioned below.

S. No.	Server Model	Serial No
1	HP Proliant DL 380 Gen10	SGH07TR45
2	HP Proliant DL 380 Gen10	SGH07TR47
3	HP Proliant DL 380 Gen10	SGH07TR49
4	HP Proliant DL 360 Gen10	SGH07TR3R
5	HP Proliant DL 360 Gen10	SGH07TR3T

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

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

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

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

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

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

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

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

Note

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

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

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



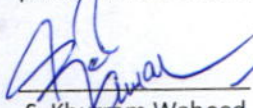
OFFICE ORDER


SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

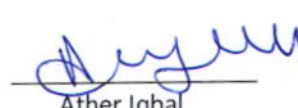
As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No:

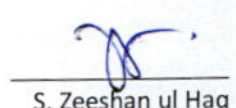
1. Maintenance & Support Services of HP Servers.

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


 S. Khuram Waheed
 AVP-II / I.T Div


 Farhan A Siddiqui
 AVP-I/Admin Division


 Ather Iqbal
 VP-II/Admin Division


 S. Zeeshan ul Haq
 SVP/IT Division

Members – Procurement Committee

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

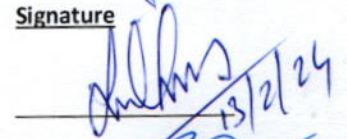
(Mr. Arshad Abbas Soomro) Head of Administration – SVP – Member

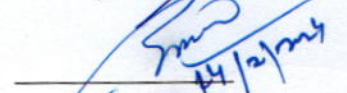
(Mr. Syed Muhammad Aqeel) Chief Manager, IDBL, KHI –AVP – Member

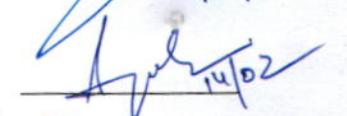
(Mr. Syed Assad Ali Shah) RGM -Co-opted Member

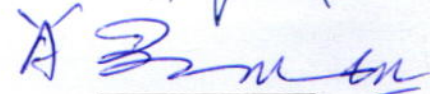
(Mr. Syed Ata Hussain) EVP-I.T. Head- Co-opted Member

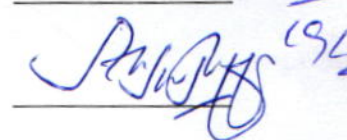
Signature



 13/2/24


 14/2/24


 14/2/24




 19/2/24


 20/2/24
 President/CEO



Jaffer Business Systems (Private) Limited
Citi Tower, 33-A, Block 6, P.E.C.H.S.,
Shahrah-e-Faisal, Karachi-75400, Pakistan

UAN: (+92) (21) 111-527-527
Phone: (+92) (21) 34373111
www.jbs.live

Date: 21st December, 2023


To,
Procurement Department
Sindh Bank Limited

Subject: Extension of Bid Validity of Tender# SNDB/COK/ADMIN/TD/1346/2023 Maintenance & Support Services of HP Servers.

Respected Sir/Madam,

Reference to the Tender # SNDB/COK/ADMIN/TD/1346/2023 Maintenance & Support Services of HP Servers. Jaffer Business Systems Private limited would like to extend the validity of the proposed bid for further 90 days.

With Kind Regards,


Khalid Qureshi
Jaffer Business Systems (Pvt) Ltd
Business Development Manager
0345-8261826

PURCHASE ORDER

PO No: 0591

Date: 09-02-2024

M/s Jaffer Business System PVT LTD,
Citi Tower, 33-A Block 6, P.E.C.H.S,
Shahrah-e-Faisal,
Karachi.

Subject: Maintenance & Support Services of HP Servers.

Dear Sir,

Concerning the Tender Bid SNDB/COK/ADMIN/TD/1346/2024 Dated 12-10-2023 For Maintenance and Support Services of HP Servers at Sindh Bank Ltd Submitted by you. After a detailed review the Sindh Bank Ltd. management is pleased to inform you that your Tender Bid has been accepted

S.NO	Description	Qty	Total Price With GST In US\$
1	Maintenance & Support Services of HP Servers.	5	7,499 US\$

Terms & Conditions

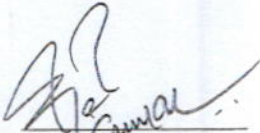
Payment Terms

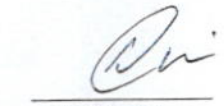
Payment will be made in Pak rupees at the prevailing exchange rate on the date of payment.

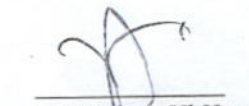
Taxes/Deduction

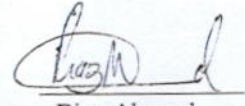
Above Prices are inclusive of all taxes.

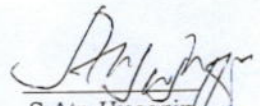
Thank you,


S. Khurram Waheed
AVP-II/I.T. Division


M. Khalid
AVP-I/I.T. Division


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


Riaz Ahmed
EVP-II/ I.T. Division.


S. Ata Hussain
EVP/ Head Of IT

Received
Khalid
9/feb/24.



Jaffer Business Systems (Private) Limited
Citi Tower, 33-A, Block 6, P.E.C.H.S.,
Shahreh-e-Faisal, Karachi-75400, Pakistan

UAN: (+92) (21) 111-527-527
Phone: (+92) (21) 34373111
www.jbs.live

INTEGRITY PACT

Jaffer Business Systems Private Limited [the Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

For and On Behalf Of

Signature:

Name:

NIC No:

Jaffer Business Systems Private Limited

Khaleed Qureshi

Khaleed Qureshi

42201-8762513-3



Buyer Record		
S.No	Company Name	AMOUNT DEPOSITED
1	Jaffar	1150
Total		1150

Date:

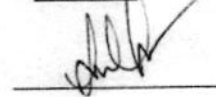
Bid Evaluation Report						
Maintenance & Support Services Of HP Servers.						
1	Name of Procuring Agency	Sindh Bank Ltd.				
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1346/2023				
3	Tender Description	Maintenance & Support Services Of HP Servers .				
4	Method of Procurement	Single Stage One Envelop Bidding Procedure				
5	Tender Published	SPPRA NIT ID: Express Tribune, Sindh Express, Daily Express (07/09/2023)				
6	Total Bid Documents Sold	01				
7	Total Bids Received	01				
8	Technical Bid Opening Date	12/10/2023 Time: 1145 Hours				
9	Financial Bid Opening Date	12/10/2023 Time: 1145 Hours				
10	No of Bid Technically Qualified	01				
11	Bid(s) Rejected	0				
S. No.	Name of Company	Cost Offered by Bidder US\$	Ranking in Terms of Cost	Comparison with Estimated Cost 6,522 US\$	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Jaffer Business System Pvt Ltd	1,499.80*5=7,499 US\$	Lowest Qualified Bidder.	-977 US\$ Above with the estimated cost	Accepted Being the Most Advantageous Bid	

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Jaffer Business System Pvt Ltd is the most advantageous bid and hence recommended for Maintenance & Support Services Of HP Servers.

Members – Procurement Committee

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

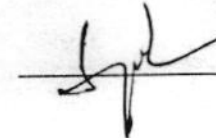
Signature



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

ON LEAVE

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





M/s Jaffer Business.


2.4.1 Eligibility Criteria

SNDB shall evaluate proposals using the following eligibility criteria.

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


Syed Khuram Waheed
OG-I / IT Div


Hasan Raza
Finance Div

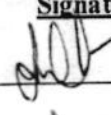
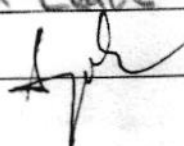

S. Zeeshan Ul Haq
IT Div

Member – Procurement Committee.

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

(Arshad Abbas Soomro) Head of Administration – SVP- Member

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

Signature

on Leave


SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL _____

Date: _____

SCOPE WORK / TECHNICAL SPECIFICATION

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


Note

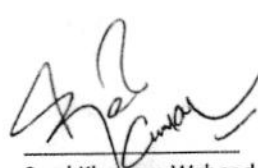
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On qualification of a bidder during this process no further evaluation will be done.


Faraz Ahmed
Admin Div


Kamal Rashid
Operation CPU Div


Syed Khuram Waheed
IT Div

Date:

Subject: Certificate Compliance of SPPRA Rule 48 TENDER REF NO. SNDB / ADMIN / TD / 1346 / 2023

This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows.

Market Price	Current Tender Price
9,800 USD	7,499 US\$

Syed Khurram Waheed OG-I I.T / Division



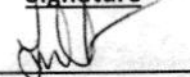
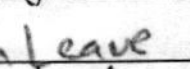
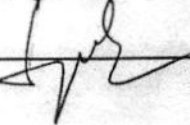
Members – Procurement Committee

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

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

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

Signature

ATTENDANCE SHEET
BID OPENING -

HP Servers

FOR SELECTION OF Maintenance & Support Service of ...

Date: 12-10-23

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	Tattar Business System (Pvt) Ltd.	Atalid Atalid Duran	0345 8261826	PECHS Block 6 33 A Citi Tower Shahrane Faisal.	Atalid

Signature -Procurement Committee Members

Head of Administration

on leave

Chief Financial Officer

[Signature]

Chief Manager (IDBL)

[Signature]

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

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Maintenance & Support Service of HP Servers

TYPE OF TENDER

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

OPENING DATE

12/10/23

OPENING TIME

1145 HRS.

ATTENDANCE (MEMBER PC)

NAME

NAME

NAME

NAME

NAME

FIRM

BID OFFERED

ATTENDANCE (REPS. OF BIDDERS)

NAME

1) Gartner Business System (Pvt) Ltd. US\$ 7,499/=

NAME

NAME

NAME

NAME

TOTAL BIDS ACCEPTED FOR EVALUATION

#01

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. [Signature]

Head - Admin Div. [Signature]

Member-IDBL. [Signature]

Date: [Signature]

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2023-2024)

Name of Bidder Jaffer Business Systems Pvt Ltd.

S.No	Item	Unit Cost	Quantity	*Total Amount
01	Maintenance & Support Services of HP Servers	USD 1,499.80	5	USD 7,499.00
	*Total Amount			USD 7,499.00

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

Note

- In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security. 5% of the *(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
- Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 43 may please be referred.
- The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- In case the lowest bid offered is the same in the single stage one envelope procedure between two or more bidders, the successful bidder will be the one who has the highest turnover for the last three years.
- Pre Bid Meeting will be conducted at Sindh Bank Ltd, Head Office, Basement - 2, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi within a week time before the opening of tender to further clarify the assignment/scope of work given in tender documents and at the same time, queries will be addressed if any by the interested bidder.
- Payment will be made in Pak Rupee.
- The vendor will submit a commercial invoice in USD / Pak Rupee along with an exchange rate sheet of SBP. Payment will be made in Pak Rupee SBP notified exchange rate as on the date of invoice

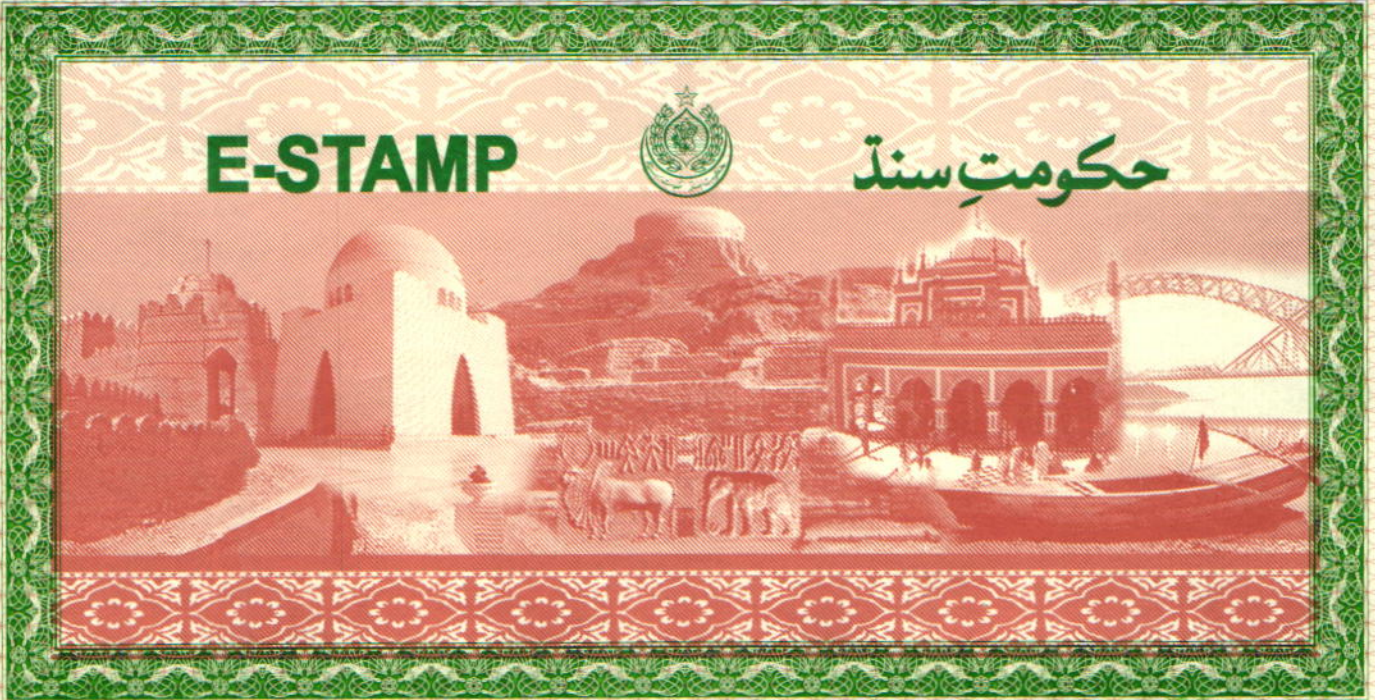
We, hereby accept all the terms and conditions as given above.

Atalid Qureshi Sales Account Manager

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

Dated: 12/05/23





NBP-0266-2402070004047286

GoS-KHI-A6F1390D1D094196

Non-Judicial**Rs 7,403/-**

Description : Contract - 15(a)
 Principal : Jaffer Business Systems Private Limited [12685054]
 Contractor : Sindh Bank Limited [36540087]
 Applicant : Ahmer Khalid Ahmed Khan [42201-9961987-5]
 Stamp Duty Paid by : Jaffer Business Systems Private Limited [12685054]
 Issue Date : 07-Feb-2024, 01:25:12 PM
 Paid Through Challan : 20240CF6E15E9C99
 Amount in Words : Seven Thousand Four Hundred and Three Rupees Only

Please Write Below This Line

SERVICE LEVEL AGREEMENT (SLA)This agreement is made at Karachi on this **7 Feb 2024**

BETWEEN

SINDH BANK LIMITED is a banking company incorporated under the laws of Pakistan, having its Head office at **3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi**. Hereinafter referred to as "SINDH BANK".

AND

M/s. Jaffer Business Systems is a Private Limited company, having its office at **33A Citi Tower , PECHS Block 6 main Shahrah-e-Faisal Rd, Karachi, Pakistan** (Hereinafter referred to as) **M/s. Jaffer Business Systems Private Limited**

WHEREAS M/s. Jaffer Business Systems Private Limited has agreed to provide Principal Back to Back Support of HPE Servers to SINDH BANK as per the tender dated **September 7, 2023**.

All terms and conditions of the tender documents will remain part of this agreement.

The detail of the Equipment is as follows.

S. No	Item	Unit Cost with Tax	Quantity	The total amount with all taxes
01	Maintenance & Support Services of HPE Servers	USD 1,499.80/-	5	USD 7,499/-
	*Total Amount			USD 7,499/-



Handwritten signatures

**E-STAMP**

CONTINUATION SHEET

Government of Sindh

Terms & Conditions:

1. The **"M/s. Jaffer Business Systems Private limited"** will provide performance security in the form acceptable to the Sindh Bank for the 10% of the order value for the period of one year from the date of Submission of performance security. In case **"Jaffer Business Systems Private Limited"** does not fulfill its commitments the Sindh Bank reserves the right to enforce performance security.

All terms & conditions of the tender documents are part of this agreement.

2. The maintenance contract will be end on **31st Oct, 2024**, and subsequently can be extended for further three years on mutual consent.

3. The **"M/s. Jaffer Business Systems Private limited"** shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Sindh Bank within **04-06** weeks from the date of receipt of the Purchase Order.

4. The Sindh Bank will have the option to enforce the performance bond on happening of any one or all the following events.

- If the **"M/s. M/s. Jaffer Business Systems Private limited"** fails to deliver the service as per the agreed Schedule.
- If the **"M/s. Jaffer Business Systems Private limited"** fails to get the service inspected by the Technical Committee.
- If **"M/s. Jaffer Business Systems Private limited"** fails to perform Service as per Sindh Banks requirement.

In addition, Sindh Bank will have the option to cancel the order and offer the same to the next lowest bidder.

5. The **"M/s. Jaffer Business Systems Private limited"** is obliged and bound to replace any, or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.

6. The maintenance contract will be end on **31st Oct, 2024**, and subsequently can be extended for further three years on mutual consent.

7. The warranty will be effective while the Goods remain in the premises of the Sindh Bank and the Sindh Bank will not be responsible to send the equipment **M/s. Jaffer Business Systems Private limited** site. In case, however, any portion of the equipment is required to be shifted to **"M/s. Jaffer Business Systems Private limited** site, **"M/s. Jaffer Business Systems Private limited"** will provide equivalent backup during the warranty period.

8. **"M/s. Jaffer Business Systems Private limited"** agrees to maintain an adequate inventory at HPE Depot so that the replacement is available if any fault arises in the equipment during the warranty period. In case the affected part is not available, then the **"M/s. Jaffer Business Systems Private limited"** will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Sindh Bank. The **"M/s. Jaffer Business Systems Private limited"** will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance, Software Updates & Patches & Support.

9. The **"M/s. Jaffer Business Systems Private limited"** also undertakes to bear all kinds of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any), and all other incidental charges, etc, up to the place of destination.

10. In the event of a default on the part of the **"M/s. Jaffer Business Systems Private limited"** in the performance of any condition of the contract and if such default is not remedied within 15 days it shall be lawful for the Sindh Bank to enforce full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with **"M/s. Jaffer Business Systems Private limited"** and the decision of the Sindh Bank will be the final and legally binding on the **"M/s. Jaffer Business Systems Private limited"**.



11. 100% yearly payment will be made at the Start of Service/contract within 30 days. The interbank selling rate will be considered at the time of payment.

12. Service of HPE Servers located in Karachi and Lahore will be made by "**M/s. Jaffer Business Systems Private limited**" without any extra delivery charges from Sindh Bank.

13. The term of this agreement shall be for the period till **31st Oct, 2024**, commencing from the date of signing of this agreement. Extendable every year after the mutual written consent of Parties.

14. Confidentiality:

1. Confidential Information

For the purposes of this Agreement, the term "Confidential Information" shall mean any information that comes in possession of **M/s. Jaffer Business Systems Private limited** and its personnel during the normal course of business / Services shall be the property of the SINDH BANK, at all times and/or any of the SINDH BANK's communications, whether in oral, written, graphic, magnetic, electronic, or another form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by **M/s. Jaffer Business Systems Private limited**.

2. Except with the prior written consent of the Bank, **M/s. Jaffer Business Systems Private limited** and its Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall **M/s. Jaffer Business Systems Private limited** and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3. **M/s. Jaffer Business Systems Private limited** acknowledges that the SINDH BANK is under strict confidentiality obligations with regard to all the information and affairs of its customers. Therefore **M/s. Jaffer Business Systems Private limited**, shall not disclose any data, information, or other affairs of SINDH BANK's customers which may come to the knowledge of **M/s. Jaffer Business Systems Private limited** in providing the above services. **M/s. Jaffer Business Systems Private limited** undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of Sindh Bank under this Agreement.

4. In the event of a breach of this clause, **M/s. Jaffer Business Systems Private limited** shall be liable to pay damages to the SINDH BANK and indemnifies against any injury arising out of any breach of this agreement by the SINDH BANK.

5. This clause shall also survive after termination of this Agreement.

15. INDEMNIFICATION.

M/s. Jaffer Business Systems Private limited (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SINDH BANK 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).

This clause shall also survive the termination of this Agreement.



16. Ensuring Access to SBP:

M/s. Jaffer Business Systems Private limited and SINDH BANK will ensure that the State Bank of Pakistan is provided with necessary access to the documentation and records in relation to the outsourced activities and the right to conduct on-site to **M/s. Jaffer Business Systems Private limited**, if required.

17. Termination of Agreement by the Sindh Bank:

1. If the **M/s. Jaffer Business Systems Private limited**, in the judgment of the Sindh Bank, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
2. If, as the result of Force Majeure, the **M/s. Jaffer Business Systems Private limited** is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
3. If the Sindh Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
4. If issued two (2) warning letters /emails by Sindh Bank Ltd for the unsatisfactory current performance of "**M/s. Jaffer Business Systems Private limited**".
5. Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
6. A party may change its address for notice by giving notice to the other Party in writing of such change.
7. The "**M/s. Jaffer Business Systems Private limited**" will not assign its job to anyone, except with prior written permission from the Sindh Bank.

18. Authorized Representative:

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Sindh Bank or the "**M/s. Jaffer Business Systems Private limited**" may be taken or executed by the authorized officials.

19. Goods Faith:

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

20. Conflict of Interest:

The "**M/s. Jaffer Business Systems Private limited**" shall hold the Sindh Bank's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21. Anti-Money Laundering Requirement:

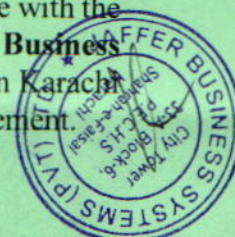
"**M/s. Jaffer Business Systems Private limited**" acknowledge that they do not violate any statutory/prudential requirement on anti-money laundering or record-keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.

22. Governing Law Jurisdiction:

This Agreement shall in all respects be constructed and be governed in accordance with the Laws of Pakistan and both the parties i.e. THE SINDH BANK and "**M/s. Jaffer Business Systems Private limited**", hereby submit to the jurisdiction of the local courts in Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement.

23. Force Measure:

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, accidents, 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



W. Az

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.

24. Settlement of Disputes:

1. The Parties agree that the avoidance or early resolution of disputes is crucial for 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.
2. 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. The venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

25. Obligation of the Contractor:

1. The **M/s. Jaffer Business Systems Private limited** shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The **M/s. Jaffer Business Systems Private limited** 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's legitimate interests in any dealing with Sub-Suppliers or third Parties.
2. If the obligation of the warranty period is not met or delayed, the repair, etc. requirement on this account will be carried out by the Sindh Bank & the billed amount will be deducted from the performance security/ upcoming payment due to **M/s. Jaffer Business Systems Private limited**. Risk & subsequent cost to this effect if any will be the liability of the "**M/s. Jaffer Business Systems Private limited**" and any subsequent expenses on the equipment will also be borne by the **M/s. Jaffer Business Systems Private limited**.

26. 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.

27. Taxes and Duties:

The "**M/s. Jaffer Business Systems Private limited**" 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.

28. Support Escalation Matrix:

For timely addressing of complaints given support escalation matrix will be utilized/followed: -

LEVEL-1	Name/Designation (Support Staff)	Ms.Saleha Ansari
First complain if the call is not resolved " within specified response time " (24 hours)	Landline Phone	-
	Email	Saleha.ansari@jbs.live
	Cell	0346-8200941
LEVEL-2	Name/Designation (Head of Customer Services)	Mr. Rehan Ullah
Second complain, if the call is attended within " Specified Response Time " and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	-
	Email	Rehan@jbs.live
	Cell	0300-8218691
LEVEL-3	Name/Designation (CEO of the firm)	Mr. Veqar ul Islam
Third complain, if the call is attended within " Specified Response Time " and not attended / or the problem still unresolved even after complaining at Level-2	Landline Phone	-
	Email	Veqar.islam@jbs.live
	Cell	0300-8543334



ANNEX A:

SCOPE WORK / TECHNICAL SPECIFICATION

S. No.	Server Model	Serial No
1	HP Proliant DL380 Gen10	SGH07TR45
2	HP Proliant DL380 Gen10	SGH07TR47
3	HP Proliant DL380 Gen10	SGH07TR49
4	HP Proliant DL360 Gen10	SGH07TR3R
5	HP Proliant DL360 Gen10	SGH07TR3T

1. The maintenance contract will be end on **31st Oct 2024**, and subsequently can be extended for further three years on mutual consent.
2. SUPPLIER shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labour, transport, insurance etc.
3. While attending to any complaint SUPPLIER will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, replacement of the same must be provided at the site and hardware may be taken to vendor workshop/location for rectification.
4. SUPPLIER shall ensure that only genuine / approved parts of Manufacturer are being used during any replacement. SUPPLIER will provide backup equipment in order to keep the system up and running.
5. Maintenance will include One (1) Quarterly Preventive Maintenance of Equipment.



[Handwritten signatures]

FINANCIAL PROPOSAL:

S.No	Item	Unit Cost with 13% Tax USD	Quantity	Total Amount with 13% Tax USD
01	Maintenance & Support Services of HP Servers	1,499.80	5	7,499.00
*Total Amount With Tax				7,499.00

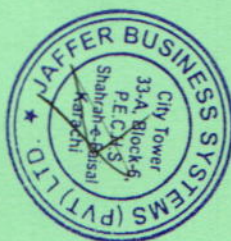
Note :

1. The cost is included of all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation, and labour charges.
2. The vendor will submit a 100% yearly advance commercial invoice in USD / Pak Rupee along with an exchange rate sheet of SBP. Payment will be made in Pak Rupee SBP notified exchange rate as on the date of invoice.

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

M/s. Jaffer Business Systems Private limited

Registered Address:
Office: 33 A Citi Tower
Main Shahrarh -e- Faisal
PECHS Block 6 Karachi.



Name: Muhammad Khalid Qureshi

CNIC: 42201-8762513-3

Signature: Khalid

Title: Business Development Manager

Date: 7 Feb / 2024

Witness:

Name: Mirza Mamon Anjum

CNIC: 42101-9646548-3

Signature: M. Mamon

Title: Sales Executive

Sindh Bank Limited

Registered Address:
Head Office: 3rd Floor,
Federation House,
Abdullah Shah Ghazi Road,
Clifton, Karachi.

Name: SYED ATA HUSSAIN
EVP Head Information Technology
SINDH BANK LIMITED
Head Office, Karachi.

CNIC: _____

Signature: [Signature]

Title: _____

Date: _____

Witness:

Name: [Signature]

CNIC: _____

Signature: SYED ZEESHAN-UL-HAQ
SVP Information Technology
SINDH BANK LIMITED
Head Office, Karachi.

Title: _____