

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH BANK LIMITED/ADMINISTRATION
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SCHEDULED BANK
- 3) TITLE OF CONTRACT Maintenance & Support Service of Lenovo Servers
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/1159/2020
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.360,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 13/03/2020 at 1100 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 _____
- 14) BID EVALUATION REPORT
(Enclose a copy) 13/03/2020
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Astron Tech
- 16) CONTRACT AWARD PRICE Rs.408,000
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). 1. AstronTech

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE ☒ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ☐
- c) TWO STAGE BIDDING PROCEDURE ☐
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE ☐

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

Competent Authority

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

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

Yes	SPPRA NIT ID:T00531-19-0045
No	

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

Yes	Express Tribune, Daily Express & Sindhi Express ()
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 details and 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 A ROAD:
(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

[Signature] 9/6/2020

FOR OFFICE USE ONLY

Lt Col (R) Shahzad Begg
EVP/Hear of Administration
SINDH BANK LIMITED

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

Print

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Technical & Financial Proposals Evaluation Report		
Maintenance & Support Services of Lenovo Servers		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1159/2020
3	Tender Description	Maintenance & Support Services of Lenovo Servers
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No.T00531-19-0045
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	13/03/2020
9	Financial Bid Opening Date	13/03/2020
10	No of Bid Technically Qualified	01
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.360,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Astronotech Distribution	Rs.408,000/- @ 68,000/- each	Qualified Bidder	Rs.48,000/- Above with the estimated cost	Accepted Being the Qualified Bidder	Rule 48 have been complied

Note: M/s Astronotech Distribution is selected for the Maintenance & support services of Lenovo server to Sindh Bank Limited being the only qualified Bidder

Members – Procurement Committee

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

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

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

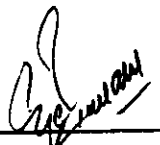
Signature

14-04-2020

Subject: Certificate
Compliance of SPPRA Rule 48
Tender- Maintenance & Support Services of Lenovo Servers
TENDER REF NO. SNDB/ADMIN/TD/1159/2020

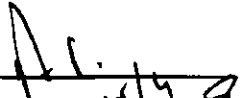
This is to certify that as only one bid was received against the tender, so Rule 48 has been complied. Detail is as follows.

Last Tender Price	Current tender Price
Rs.690,483/- (BER Attached)	Rs.408,000/-



 Syed Khurram Waheed
 OG-II/I.T. Division

Signature –Procurement Committee Members


Head of IT

11/2 


Chief Financial Officer



Chief Manager (IDBL)



H. M. (A) Shahzad Beggs
 Head of Admin


 1 20/4

Technical & Financial Proposals Evaluation Report		
(Maintenance & Support Services of Dell Servers)		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/827/2017
3	Tender Description	Maintenance & Support Services of Dell Servers
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No.34752
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	31/10/2017
9	Financial Bid Opening Date	31/10/2017
10	No of Bid Technically Qualified	01
11	Bid(s) Rejected	0

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs. 980,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Micro Innovations & Technologies (Pvt) Ltd	Rs.690,483/-	Qualified	Rs.289,517/- below with the estimated cost	Accepted Being the Qualified bidder	Rule 48 has been Complied

Note: M/s s Micro Innovations & Technologies (Pvt) Ltd is selected for the Maintenance & Support Services of Dell Servers to Sindh Bank Limited being the Qualified Bidder.

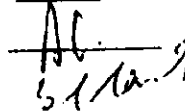
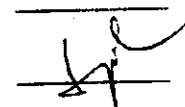
Members - Procurement Committee

(Anis Iqbal)
Head of I. T. Division

(Saeed Jamal Tariq)
Chief Financial Officer

(Syed Muhammad Aqeel)
Chief Manager (IDBL) Karachi

Signatures

SIGNATURE MEMBERS PC-ADMIN

Eligibility Criteria

M/S

ASTRONTECH

Head - Fin Div.

Head - Admin Div.

Member-DBL

Date:

S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attach as Annexure "1")	Yes	No
2	Turn Over in last 3 Years should be at least 50 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 Registered partner of the LENOVO 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				

ELIGIBILITY CRITERIA NOTE

- There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on Sindh Bank Ltd & SPPRA websites regularly.
- Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence in any of the requisite, bidder will be disqualified

MANDATORY

- GST/Income Tax Registration.
- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- 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

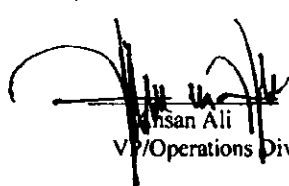
DISQUALIFICATION

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

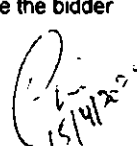
- On black list of SPPRA & Sindh Bank Ltd.
- Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
- Not GST/Income Tax Registered.
- Alternate bid is offered.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Warranty of supplied items is less than 1 year.
- In Eligibility Criteria, a single non-compliance of a requisite will make the bidder disqualify. (Single Stage-One Envelope Procedure).

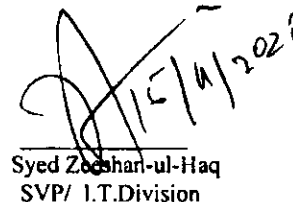


Taimoor Ghausi
AVP/Finance Division.



Hsian Ali
VP/Operations Div




15/4/2020
Syed Zohshan-ul-Haq
SVP/ I.T.Division

SIGNATURE MEMBERS FC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

6. FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2020-2021)

Name of Bidder _____

S.No	Item	Unit Cost	Quantity	*Total Amount
01	Maintenance & Support Service of Lenovo Servers	68,000	6	4,08,000

*This total amount will be taken as lowest submitted price offered by the vendor.

Note

1. The company will be considered disqualified from the very outset, if not GST registered.
2. The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
3. 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.
4. **Calculation of bid security.** 5% of the *Total Amount will be submitted with the tender document as bid security in shape of Pay Order /Bank Guarantee in favour of Sindh Bank Ltd.
5. In case it is reviled at any stage after installation of the equipment that the asked specification of the tender have not been met, the amount of the total installation of that specific equipment will be fined to the vendor with appropriate action as deemed necessary by the procurement committee
7. 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.
8. Qualified company will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the equipment within the warranty period, the company will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the company for non-commitment.
9. All conditions in the contract agreement attached as Annexure G are part of this tender document.
10. The tender will be considered cancelled if the contract agreement/performance security after due signature is not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (7 days) on SPPRA website.
11. The tender will stand cancelled if any of the given condition of the tender in not met in strictly as per the requisite of the tender document.
12. In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
14. **Pre Bid Meeting: Within one week (For Any Clarification)**

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

Signature & Stamp of Bidder _____



ATTENDANCE SHEET
BID OPENING -

FOR SELECTION OF Maintenance & Support Service of Lenovo Server

Date: 13-09-20

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	Astronfeet	Alka Ali	03097770328	Plot 11-4/17 Sector 5 Korangi Industrial Area	

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

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

TYPE OF PROCUREMENT

ADMIN / IT / CONSULTANT / MEDIA

TENDER NAME

Maintenance & Support Service of Lenovo Server.

TYPE OF TENDER

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

OPENING DATE

13-03-20

OPENING TIME

1100 Hours

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

①

Astron Tech

TOTAL BIDS ACCEPTED FOR EVALUATION

#01

TOTAL BIDS REJECTED

REMARKS

SIGNATURE MEMBERS / PC-ADMIN

Head - Fin Div.

Head - Admin Div.

Member-1001

Date:

5. SCOPE OF WORK / TECHNICAL SPECIFICATION

Maintenance and Support Services of LENOVO Servers at Sindh Bank Head Office Karachi and Sindh Bank DR Site Lahore

Sindh Bank desires to registered partners of the LENEVO equipment manufacturers to provide maintenance and support (including Parts & Labour) for 06 LENOVO servers installed at Sindh Bank Karachi and Lahore data centres, as per the details given in this document and specification mentioned are as follows.

S.No	Brand	Sdervice Tag		OS	HDD	RAM	Processor	
1	Lenovo IBM - x3650 M4	06HCMVF	06HCMVF	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
2	Lenovo IBM - x3650 M4	06HCMVE	06HCMVE	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
3	Lenovo IBM - x3650 M4	06HCMVC	06HCMVC	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
4	Lenovo IBM - x3650 M4	06HCMVB	06HCMVB	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
5	Lenovo IBM - x3650 M4	06HCMVD	06HCMVD	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	DR
6	Lenovo IBM - x3650 M4	06HCMVB	06HCMVA	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO

The maintenance contract will be for one year period, and subsequently can be extended on mutual agreement.

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.

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 quarterly basis and shall be made in PAK rupees.

<u>Buyer Record</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Astronotech	300
Total		300

PURCHASE ORDER

PO No: 187

Date: 09-06-2020

M/s Astronotech Distributions,
Plot#1-6/17 Sector#05,
Korangi Industrial Area,
Near Brookes Chowrangi,
Karachi.

Subject: MAINTENANCE & SUPPORT SERVICES OF LENOVO SERVERS

Dear Sir,

With reference to the Tender Bid SNDB/COK/ADMIN/TD/1159/2020 dated 26-02-2020 for MAINTENANCE & SUPPORT SERVICES OF LENOVO SERVERS 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.

Further detail is as follows.


S.No	Product	Quantity	Unit Price PKR	Total Price (PKR) (Including All Taxes)
1	Maintenance & Support Services of Lenovo Servers	6	68,000/-	408,000/-


Terms & Conditions

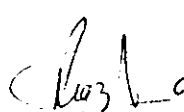
Payment Terms Payment will be made on quarterly advance i.e. Rs. 102,000/- per quarter.

Taxes/Deduction Above prices are inclusive of all taxes.

Thanks,


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


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


Riaz Ahmed
SVP-I/I.T. Division


Anis Iqbal
SEVP/I.T. Head

AstronTech Distributions

INTEGRITY PACT

Contract Number: SNDB/COK/ADMIN/TD/1159/2020

Contract Value: Rs. 408,000/-

Contract Title: Maintenance and Support Service of Lenovo Servers

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

M/S AstronTech Distributions 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, M/S AstronTech Distributions 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.

M/S AstronTech Distributions 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. M/S AstronTech Distributions 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, M/S AstronTech Distributions 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

AstronTech Distributions

Signature: Atheer Ali

Name: Atheer Ali



For and On Behalf of

Sindh Bank Limited

Signature: _____

Name: _____

LAHORE

KARACHI

ISLAMABAD

RAWALPINDI

SIALKOT

MULTAN

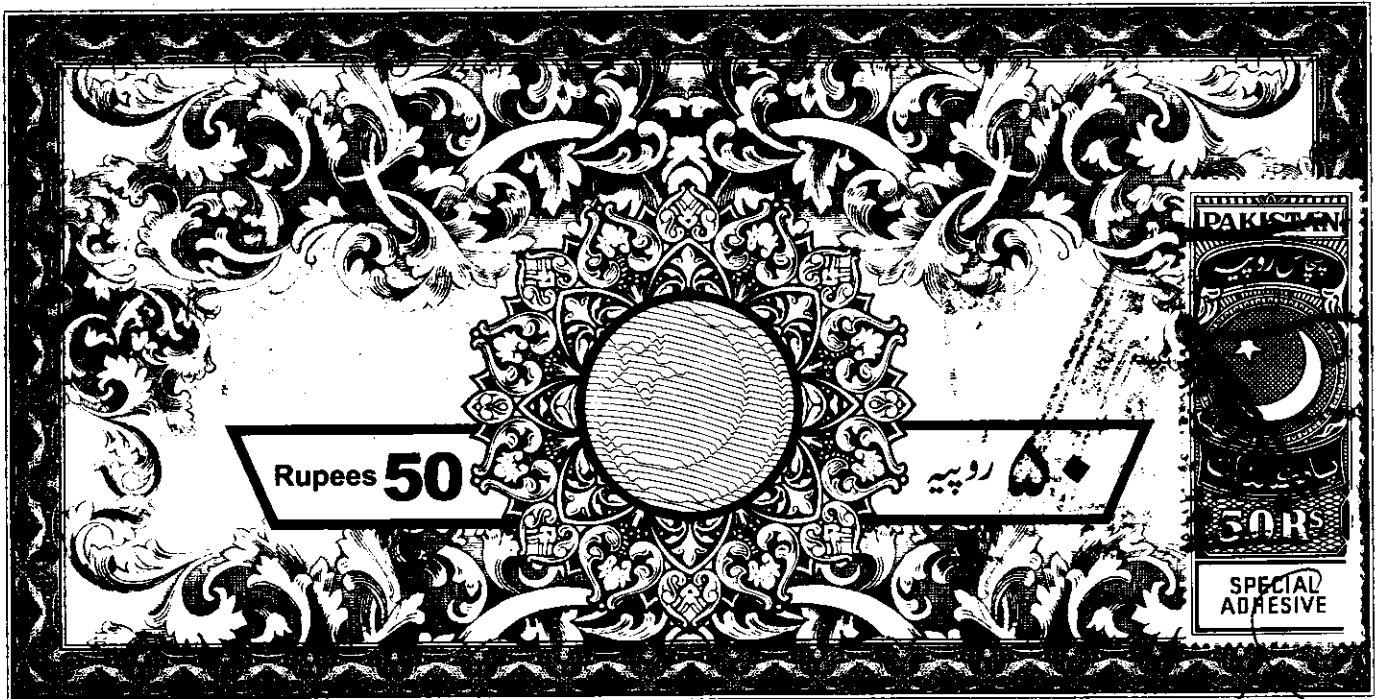
PESHAWAR

HEAD OFFICE: 71, Ata Turk Block, New Garden Town, Lahore - 54600, Pakistan. TEL: +92 42 35952334 - 36

ISLAMABAD OFFICE: Plot No. 07 Amjad Plaza 1st Floor Uper National Bank, IJP Road Islamabad. Tel: 051-4842299, 051-4842300. Fax: 051-4842298

KARACHI OFFICE: Plot No: 1-6/17 Sector # 05 Korangi Industrial Area, Near Brookes Chowrangi, Karachi Pakistan. Tel: 021 35151052,53

www.astron.pk



KHURRAM ALI STAMP VENDOR

L. No: 26, Office No: 26, Mezzanine Floor,
Zohra Square, M.A. Jinnah Road, Karachi

SR. NO. 1966 DATE 05 JUN 2020

USER WITH ADDRESS MR. Muhammad Ali Bhimla

THROUGH WITH ADDRESS MR. B

PURPOSE ATTACHED

VALUE RS. 50 ATTACHED 50 L.No 4480, H.C. Karachi.

STAMP VENDOR SIGNATURE [Signature]

DO NOT USE DIVORCED & WILL PURPOSE

05 JUN 2020

RUPEES FIFTY ONLY

Service Level Agreement

This agreement is made at Karachi on this 09/06/2020

BETWEEN

Sindh Bank Ltd a banking company incorporated under the laws of Pakistan, having its Head office at Address: 3rd Floor, Federation House, Clifton, Karachi. Hereinafter referred to as "SINDH BANK".

AND

M/s AstronTech Distributions, having its office at Plot # 1-6/17 Sector # 05 Korangi Industrial Area, Near Brookes Chowrangi, Karachi

"M/S ASTRONTECH DISTRIBUTIONS".

WHEREAS M/S ASTRONTECH DISTRIBUTIONS has agreed to provide Hardware Maintenance Services under a Service Level Agreement for the Annual Support and Services of Lenovo IBM Equipment installed at SINDH BANK as per tender dated 13-03-2020.



1. Purpose of Agreement

For a period of Twelve months from 01-06-2020 till 01-06-2021 (both days inclusive), M/S ASTRONTECH DISTRIBUTIONS will provide hardware maintenance services (with parts) and support to Lenovo IBM Servers listed at Annexure "A", against an aggregating amount of Rs 400,000/- as per Financial Proposal as Annexure-B.

The maintenance contract will be for one year period from the date of execution of this agreement and subsequently can be extended / reviewed on yearly basis after mutual written consent of the parties.

2. Services to be provided

- I. M/S ASTRONTECH DISTRIBUTIONS to attend and resolve support related calls on Lenovo IBM Servers as per Annexure "A" installed at SINDH BANK. M/S ASTRONTECH DISTRIBUTIONS core responsibility will be to ensure that servers remain operational.
- II. M/S ASTRONTECH DISTRIBUTIONS to ensure replacement of faulty parts and ensures that they maintain adequate stock of spare parts. Pickup / drop of equipment / parts from the M/S ASTRONTECH DISTRIBUTIONS office to SINDH BANK shall also be M/S ASTRONTECH DISTRIBUTIONS responsibility.
- III. Maintenance shall include One (1) Quarterly Preventive Maintenance of Equipment's mentioned in Annexure "A". (1 Quarter = 3-months)
- IV. Preventive Maintenance will include testing of equipment's, running diagnostics, cleaning/ servicing and adjustments where necessary.

3. Location covered under SINDH BANK Agreement:

SINDH BANK's Agreement covers units setup/installed at in the following locations.

At "Sindh Bank Head Office Karachi and Sindh Bank DR Site Lahore".

4. Call Logging Procedure

SINDH BANK shall contact M/S ASTRONTECH DISTRIBUTIONS Support Department 24/7 to make all Complaint Requests during working / Off Days & on Holidays. All Complaint Requests shall be entered via email or on phone using any one of the following methods

- Monday to Sunday & During Holidays

- i. Via email support@astron.com.pk logging the complaint with at ASTRONTECH DISTRIBUTIONS - Karachi

A complain number or reply will be provided against all complaints. SINDH BANK LTD shall write these numbers for any future reference pertaining to the particular complain. M/S ASTRONTECH DISTRIBUTIONS shall not be responsible for any calls logged without a complain number.



Monday to Sunday (24/7)

First Escalation Step	Designation	Enterprise Support Account Manager	Manager SSB LHR
	Name	Abdullah Mobin	Mushtaq Malik
	Phone	021-35151052 - 53 Ext: 106	042-33983334-6
	Cell	0309-7770329	0309-7770322
	Email	abdullah.mobin@astron.com.pk	mushtaq.malik@astron.com.pk
Second Escalation Step	Designation	Enterprise Support Account Manager	Manager SSB LHR
	Name	Abdullah Mobin	Mushtaq Malik
	Phone	021-35151052 - 53 Ext: 106	042-33983334-6
	Cell	0309-7770304	0309-7770322
	Email	abdullah.mobin@astron.com.pk	mushtaq.malik@astron.com.pk
Third Escalation Step	Designation	Enterprise Support Account Manager	Manager SSB LHR
	Name	Abdullah Mobin	Mushtaq Malik
	Phone	021-35151052 - 53 Ext: 111	042-33983334-6
	Cell	0309-7770304	0309-7770322
	Email	abdullah.mobin@astron.com.pk	mushtaq.malik@astron.com.pk

M/S ASTRONTECH DISTRIBUTIONS is responsible for running and uptime of Servers during the SLA tenure.

M/S ASTRONTECH DISTRIBUTIONS shall perform the obligations, both in Lahore and in Karachi, at its own cost including parts, labor, transport, insurance etc.

With respect to defective, mal-functioning, non-functioning or other problems related to systems, backup part should be provided on immediate basis in order to keep the system up and running. M/S ASTRONTECH DISTRIBUTIONS shall ensure that the response time of maximum 30 minutes (phone based support) & resolution time will not exceeds 6 hours at Sindh Bank's locations.

In case part is not available and the issue is not resolve in 6 hours. M/S ASTRONTECH DISTRIBUTIONS will provide equivalent backup.

While attending complaint M/S ASTRONTECH DISTRIBUTIONS will perform associated services at the premises of the Sindh Bank, however, in case of some major defects, hardware may be taken to vendor workshop/location for rectification after providing an equivalent backup.

M/S ASTRONTECH DISTRIBUTIONS shall ensure that only genuine / approved parts of Manufacturer parts are being used during any replacement and all faulty and parts will be property of M/S ASTRONTECH DISTRIBUTIONS.



M/S ASTRONTECH DISTRIBUTIONS will not assign its responsibilities and job under this agreement to any one without prior written approval of Sindh Bank.

M/S ASTRONTECH DISTRIBUTIONS will not be responsible for any data loss and service outage in any case for the equipment covered in this SLA. Backing up and restoring any type of data is responsibility of the customer only.

M/S ASTRONTECH DISTRIBUTIONS will not be responsible for any OS related issue as this is beyond the scope of this SLA.

M/S ASTRONTECH DISTRIBUTIONS will not be responsible for part replacement against damaged and burnt parts.

5. Payments

The agreement has been entered into for the sum of PKRS. 408,000/- for a period of Twelve months, starting from _____ payable in quarterly advance of Rs. 102,000/- once the agreement is signed.

6. Closure / Reduction of Part of Services

SINDH BANK may at 30 days prior written notice to M/S ASTRONTECH DISTRIBUTIONS, to ask for closure of the service(s) to be provided under SINDH BANK LTD's agreement or for the reduction of the number of service(s), in which event (& in no other) the service (s) charges reserved in the agreement shall be proportionally reduced.

7. Termination

This service agreement become effective from the date of execution of SINDH BANK agreement and shall continue for one year until terminated by either party by 30 days prior written notice, delivered by registered mail at the address provided in the recital of SINDH BANK agreement. During such notice period M/S ASTRONTECH DISTRIBUTIONS shall continue to act in the same manner as thereof and shall be entitled to payment for M/S ASTRONTECH DISTRIBUTIONS services as defined above. However, any unutilized advance shall be refunded by M/S ASTRONTECH DISTRIBUTIONS to SINDH BANK LTD at the time of termination of agreement.

Either party may immediately terminate this Agreement forthwith by notice in writing to the other if the other party is in material breach of any of the terms of this Agreement and, in the case of a breach, fails to remedy such breach within 10 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it or; passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or; becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or; has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or; ceases, or threatens to cease, to carry on business. In such a case, any unutilized advance shall be refunded by M/S ASTRONTECH DISTRIBUTIONS to SINDH BANK LTD at the time of termination of this agreement.

The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the SINDH BANK LTD shall pay all sums due in respect of work done and expenditure committed by M/S ASTRONTECH DISTRIBUTIONS.



Upon the termination of this Agreement and payment by SINDH BANK LTD of all items properly chargeable to SINDH BANK LTD hereunder, M/S ASTRONTECH DISTRIBUTIONS will give SINDH BANK LTD all reasonable co-operation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements, time or materials yet to be used all rights and claims thereto.

8. Penalty Clause:

Sindh Bank will impose a penalty on M/S ASTRONTECH DISTRIBUTIONS, if M/S ASTRONTECH DISTRIBUTIONS if it remain 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.

9. CONFIDENTIALITY

i. **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of M/S ASTRONTECH DISTRIBUTIONS and its personnel during normal course of business / Services shall be the property of the Sindh Bank at all times and / or any of the Sindh Bank 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 M/S ASTRONTECH DISTRIBUTIONS.

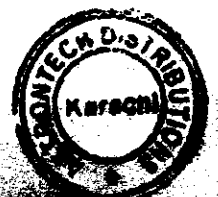
ii. M/S ASTRONTECH DISTRIBUTIONS acknowledges that the Sindh Bank is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore, M/S ASTRONTECH DISTRIBUTIONS shall not disclose any data, information or other affairs of Sindh Bank's customers which may come to the knowledge of M/S ASTRONTECH DISTRIBUTIONS in providing the above services. M/S ASTRONTECH DISTRIBUTIONS undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of M/S ASTRONTECH DISTRIBUTIONS under this Agreement.

iii. In the event of breach of this clause, M/S ASTRONTECH DISTRIBUTIONS shall be liable to pay damages to the Sindh Bank and indemnifies the Sindh Bank against any injury arising out of any breach of this clause by the Sindh Bank.

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

10. INDEMNIFICATION.

i. M/S ASTRONTECH DISTRIBUTIONS. (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).

ii. This Article shall survive after termination of this Agreement.

11. Ensuring Access to SBP

M/s ASTRONTECH DISTRIBUTIONS and Sindh Bank will ensure that to provided necessary access to State Bank of Pakistan for documentation and records in relation to the outsourced activities and right to conduct on-site to M/S ASTRONTECH DISTRIBUTIONS, if required.

12. Evaluation

SINDH BANK will conduct a full evaluation and review its relationship with M/S ASTRONTECH DISTRIBUTIONS every 3 months (quarterly), including (without M/s AstronTech Distributions) the performance of the Key individuals and other staff of M/S ASTRONTECH DISTRIBUTIONS. Any resulting charges agreed to the Services, the remuneration or any other aspect of the Agreement shall be agreed in writing, failing which the arrangements in place at the time of the Evaluation, for instance as to M/S ASTRONTECH DISTRIBUTIONS remuneration, will continue to apply.

The quality of the M/S ASTRONTECH DISTRIBUTIONS's Services shall be of the highest standard and shall be subject to regular review by SINDH BANK. M/S ASTRONTECH DISTRIBUTIONS will receive guidelines time to time from SINDH BANK with respect to the service quality. The decision of SINDH BANK with respect to the quality of M/S ASTRONTECH DISTRIBUTIONS's services shall be final.

13. Responsibility of M/S ASTRONTECH DISTRIBUTIONS's Staff/Employee etc.

M/S ASTRONTECH DISTRIBUTIONS shall supervise and deal with his staff directly and also ensure that all requirements of Various Labor laws of Pakistan as may be applicable to them (staff) or their establishment(s) are complied with under the Pakistani law.

As stated above the staff engaged by the M/S ASTRONTECH DISTRIBUTIONS shall for all purpose is his own employees and under no circumstances would there be any employer/employee relationship between them and SINDH BANK except to the extent that they may be issued ID cards for the purposes of security etc. In SINDH BANK LTD's respect M/S ASTRONTECH DISTRIBUTIONS hereby undertakes to indemnify and hold SINDH BANK harmless against any claims, demands or legal proceedings initiated by any persons employed by the M/S ASTRONTECH DISTRIBUTIONS (or anyone appearing on behalf of AstronTech Distributions) in respect of unpaid wages, Workmen's Compensation claims or any other legal benefits and/or claims arising out of their relationship with M/S ASTRONTECH DISTRIBUTIONS.

14. Unenforceable Provision

M/S ASTRONTECH DISTRIBUTIONS shall not be entitled to assign its obligations to any one under this Agreement without the prior written consent of SINDH BANK. Moreover, M/S ASTRONTECH DISTRIBUTIONS shall at all-time function and be regarded as an independent service provider upon the parties.



15. Governing Law

SINDH BANK Agreement shall be constructed in accordance with laws of Pakistan. In case of any dispute the parties will endeavor to resolve the same mutually otherwise the matter shall be forwarded to the Grievances Committee of the bank, thereafter may be dealt in accordance with the provisions of Arbitration Act 1940 and venue shall be at Karachi.

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 1st refer to the Grievance Committee of The Bank thereafter 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.

Obligation of the Contractor:

1. M/S ASTRONTECH DISTRIBUTIONS 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 Contractor 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 are 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 ASTRONTECH DISTRIBUTIONS. Risk & subsequent cost to this effect if any will be liability of the M/S ASTRONTECH DISTRIBUTIONS and any subsequent expenses on the equipment will also be borne by the M/S ASTRONTECH DISTRIBUTIONS.

Extension of Time:

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

Taxes and Duties

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



IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed SINDH BANK LTD's Agreement to become effective as of the date first above written.


For Sindh Bank Ltd

Muhammad Khalid
Name, Sign and Stamp


For Sindh Bank Ltd

RIAZ AHMED
Name, Sign and Stamp

WITNESSES:-

1. 

For M/s AstronTech Distributions.

Ather Ali
Name, Sign and Stamp

For M/S AstronTech Distributions

Sohail A Khan
Name, Sign and Stamp

2. Muhammad Sohail



Annexure "A"

S.No	Brand	Sdervice Tag		OS	HDD	RAM	Processor	
1	Lenovo IBM - x3650 M4	06HCMVF	06HCMVF	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
2	Lenovo IBM - x3650 M4	06HCMVE	06HCMVE	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
3	Lenovo IBM - x3650 M4	06HCMVC	06HCMVC	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
4	Lenovo IBM - x3650 M4	06HCMVB	06HCMVB	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO
5	Lenovo IBM - x3650 M4	06HCMVD	06HCMVD	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	DR
6	Lenovo IBM - x3650 M4	06HCMVB	06HCMVA	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620	HO



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