

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 Supply & Installation of Computer Servers along with OS
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/11652020
- 5) BRIEF DESCRIPTION OF CONTRACT Same as above
- 6) FORUM THAT APPROVED THE SCHEME Competent Authority
- 7) TENDER ESTIMATED VALUE Rs.22,320,000/-
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 1 Year
- 10) TENDER OPENED ON (DATE & TIME) 03/06/2020 at 1000 Hrs (Tech.) 03/06/2020at 1100 Hrs (Fin.)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 3
(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) 06/06/2020
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Astronotech Pvt Ltd PGT#1-6/17
- 16) CONTRACT AWARD PRICE Rs.15,982,000/- MM
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s. Astronotech (Pvt.)
2. M/s. JMega plus Pakistan
3. M/s. Hybrid Technologies (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	SPPRA NIT ID :T00531-19-0052
No	

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

Yes	Express Tribune, Daily Express & Sindhi Express (11/05/2020)
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 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

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

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

Technical & Financial Proposals Evaluation Report		
Supply & Installation Of Computer Server Hardware Along With Operating System		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1165/2020
3	Tender Description	Supply & Installation Of Computer Server Hardware Along With Operating System
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S. No. T00531-19-0052
6	Total Bid Documents Sold	03
7	Total Bids Received	03
8	Technical Bid Opening Date	03/06/2020
9	Financial Bid Opening Date	03/06/2020
10	No of Bid Technically Qualified	03
11	Bid(s) Rejected	00

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.22,320,000/-)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Astronotech (Pvt)ltd	Rs.15,982,600/-	1 st lowest Bidder	Rs.6,337,400/- Below with the estimated cost	Accepted Being the 1 st Lowest Qualified Bidder	
2	M/s Megaplus Pakistan	Rs.17,336,612/-	2 nd lowest Bidder	Rs.4,983,388/- Below with the estimated cost	2 nd Lowest Bidder	
3	M/s Hybrid Technologies	Rs.18,613,359/-	3 rd lowest Bidder	Rs.3,706,641/- Below with the estimated cost	3 rd Lowest Bidder	

Note M/s Astronotech (Pvt) Ltd is selected for the Supply & Installation Of Computer Server Hardware Along With Operating System to Sindh Bank Limited being the 1st Lowest Qualified Bidder.

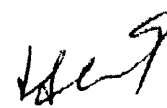
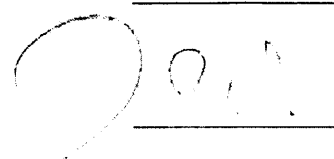
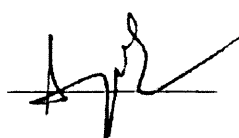
Members – Procurement Committee

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

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

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

Signature

Eligibility Criteria of Server

A. S. Rautela

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. (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 Sales Tax and SRB	NTN, GST and SRB Certificates (attach as Annexure "3")	Yes	No
4	Offices in minimum 3 major cities. Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes	No
5	The offered product must have been supplied/ installed by manufacturer in 03 countries including Pakistan	Certificate from Manufacturer (attach as Annexure "5")	Yes	No
6	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (Attach as Annexure "6")	Yes	No
7	The Product Quoted in the bid must be currently used by at least one Bank in Pakistan other than Sindh Bank.	Attach Documentary Evidence or Letter from Manufacturer (Attach as Annexure "7")	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.
- The bidder's may participate with joint venture if required.

MANDATORY

- Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee on time.

DISQUALIFICATION

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

- Black listed by 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.
- Alternate bid is offered.
- Subletting of Contract.** The qualified bidder sublets the contract in any form/stage to any other agency.
- The tender is deposited without Tender Fee.
- Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
- Specification of Supplied Items.** After supply, if the specification of supplied items are found different with the items produced in front of committee at the time of technical evaluation.
- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).

Taimoor Ghousi
AVP/ Finance Division.

Ahmad Ali
VP/ Operations Div

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

Megplus

Eligibility Criteria of Server

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1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company 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 Sales Tax and SRB	NTN, GST and SRB Certificates (attach as Annexure "3")	Yes	No
4	Offices in minimum 3 major cities. Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attach as Annexure "4")	Yes	No
5	The offered product must have been supplied/ installed by manufacturer in 03 countries including Pakistan	Certificate from Manufacturer (attach as Annexure "5")	Yes	No
6	Company must provide a valid Manufacturer Authorization Certificate for Sale/Deal in Pakistan	Manufacturer Authorization Certificate (Attach as Annexure "6")	Yes	No
7	The Product Quoted in the bid must be currently used by at least one Bank in Pakistan other than Sindh Bank.	Attach Documentary Evidence or Letter from Manufacturer (Attach as Annexure "7")	Yes	No
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Taimoor Ghousi
AVP/ Finance Division.

Ahsan Ali
VP/ Operations Div

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

Hybrid

Eligibility Criteria of Server				
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. (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 Sales Tax and SRB	NTN ,GST and SRB Certificates (attach as Annexure "3")	Yes	No
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7	The Product Quoted in the bid must be currently used by at least one Bank in Pakistan other than Sindh Bank.	Attach Documentary Evidence or Letter from Manufacturer (Attach as Annexure "7")	Yes	No
Qualified / Disqualified				

ELIGIBILITY CRITERIA NOTE

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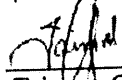
MANDATORY

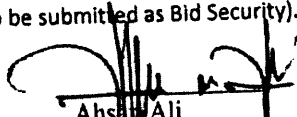
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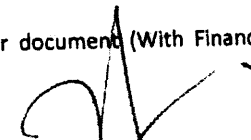
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- Premature Termination.** In the past, if the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.
- Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" of tender document (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).


Taimoor Ghousi
AVP/ Finance Division.


Ahsan Ali
VP/ Operations Div


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

Hybrid Technologies
SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

Financial Proposal

PRICE SCHEDULE

(Applicable for the year 2020-2021)

Name of Bidder: **HYBRID TECHNOLOGIES**

	Item	Unit Cost	Quantity	Total Amount
01	Computer Servers	PKR 2,598,421	04	PKR 10,393,684
02	Computer Servers	PKR 1,891,435	02	PKR 3,782,870
03	Top of Rack 10/25G Switch	PKR 2,218,402	02	PKR 4,436,805
	*Total Amount			PKR 18,613,359

*This Total Amount will be taken as 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 best. 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 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 is 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 _____



DELLEMC | MEGAPLUS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. _____

Head - Admin Div. _____

Member-IDBL. _____

Date: _____

MEGAPLUS

Megaplus Pakistan
M44, P.E.C.H.S, Block 6,
Main Razi Road off
Shahra-e-Faisal, Karachi
UAN : (021) 111-00-3355
Tel: (+92-21) 3430 0872 ~ 3
Fax: (+92-21) 3430 0874
Email: karachi@megaplus.com.pk

FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the Year 2020 - 21)

Supply & Installation of Computer Server-2

Tender No. SNDB/COK / ADMIN/TD/I1165/2020

Name of Bidder Megaplus Pakistan

S. No.	Item	Unit Cost In Pak Rs.	Qty.	Total Amount In Pak Rs.
1	Computer Server-2	2,755,127	4	11,020,508
2	Computer Server-2	983,452	2	1,966,903
3	Top of Rack 10/25G Switch	2,174,600	2	4,349,200
Total Price including GST				17,336,612

Signature & Stamp of Bidder



DELLEMC
PARTNER

Schneider



SIGNATURE MEMBERS
 Tender Document Supply & Installation
 Head - Fin Div. _____
 Head - Admin Div. _____
 Member-IDBL. _____
 Date: _____

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2020-2021)

Name of Bidder ASTRONTECH Pvt. Ltd

S. No	Item	Unit Cost	Quantity	Total Amount
01	Computer Servers	2729200	04	10,916,800
02	Computer Servers	1,607,900	02	3,215,800
03	Top of Rack 10.25G Switch	925000	02	1,850,000
	*Total Amount			15,982,600


*This Total Amount will be taken as price offered by the vendor.

Note

- The company will be considered disqualified from the very outset, if not GST registered.
- 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.
- 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 /Bank Guarantee in favour of Sindh Bank Ltd
- 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
- 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
- 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
- All conditions in the contract agreement attached as Annexure G are part of this tender document
- The tender will be considered cancelled if the contract agreement 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
- The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.
- In case the financial bids are the same, the successful bidder will be the one who has the highest turnover of the two bidders.
- 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

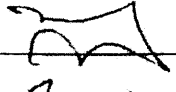
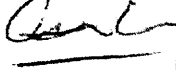



ATTENDANCE SHEET
BID OPENING -

Operating System

FOR SELECTION OF Supply of Computer Server Hardware along with

Date: 03-06-2020

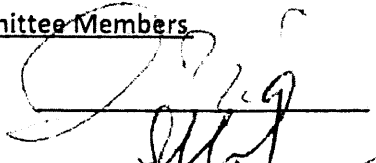
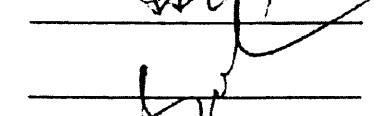

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	Megaplos	Zawad	0300 2771	PEC BPS Sharada Plot 16/7 Kolaru	
02	Astrantec	Akher	0309 7770328	17th floor Sine Trade tower A KHI.	
03	Hybrid Technology	Riaz	0322 288 0084		

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

TENDER NAME

TYPE OF TENDER

OPENING DATE

OPENING TIME

ADMIN / IT / CONSULTANT / MEDIA

Supply of Computer Server Hardware along with
Operating system

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

03-06-2020

11:00 Hrs.

ATTENDANCE (MEMBER PC)

ATTENDANCE (REPS. OF BIDDERS)

NAME

FIRM

- ① Megaplex
- ② Astron Tech
- ③ Hybrid Technologies

/


#03

TOTAL BIDS ACCEPTED FOR EVALUATION

ALL BIDS REJECTED

MARKS

SIGNATURE MEMBERS PC-ADMIN

Head - Fin Div. 

Head - Admin Div. 

Member-1081 

Date:

-		
S.No	Company Name	AMOUNT DEPOSITED
1	Astron Tech	300
2	Megaplus	300
3	Hybrid Technolgies	300
Total		900

INTEGRITY PACT

Contract Number: SNDB/COK/ADMIN/TD/1165/2020

Contract Value: Rs. 1,598,600/-

Contract Title: Supply & Installation of Computer Server Hardware with Operating System

**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 Astron tech Pvt Ltd 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.

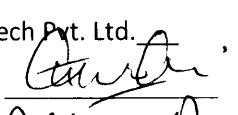
Without limiting the generality of the foregoing, M/S Astron tech Pvt Ltd represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly 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 Astron tech Pvt Ltd 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 Astron tech Pvt Ltd 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 Astron tech Pvt Ltd 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

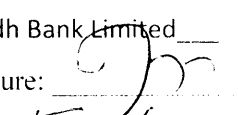
Astron tech Pvt. Ltd.

Signature: 

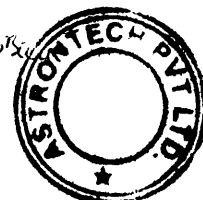
Name: Archer Ali

For and On Behalf of

Sindh Bank Limited

Signature: 

Name: L.T. Chaudhary



LAHORE

KARACHI

ISLAMABAD

RAWALPINDI

SIALKOT

PESHAWAR

SINDH BANK

سندھ بینک

POWER TO THE PEOPLE ■■■ باختیار عوام

P.O. No. 191

Date: 31-08-2020

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

Subject:

Purchase Order

Dear Sir,

With reference to the Tender SNDB/COK/ADMIN/TD/1165/2020 dated 11/05/2020 for **Supply and Installation of Computer Server Hardware along with Operating System** 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.	Description	Unit Price	Qty	Total Amount in PKR
1	Dell S2D-RN R740XD Servers (Specification as per tender document)	2,729,200/-	04	10,916,800/-
2	Dell R740 Servers (Specification as per tender document)	1,607,900/-	02	3,215,800/-
3	Top of Rack 10/25G Switch (Specification as per tender document)	925,000/-	02	1,850,000/-
	Total Amount in PKR (Including All Taxes & Duties)			15,982,600/-


Terms & Conditions


Payment & Delivery Terms


As per Agreement

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


S. Ata Hussain
EVP/I.T. Head

SINDH BANK

سندھ بینک

POWER TO THE PEOPLE ■ ■ ■ باختیار عوام

P.O. No. 191

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	Total Amount in PKR (Including All Taxes & Duties)			15,982,600/-

Terms & Conditions

Payment & Delivery Terms

As per Agreement

Thanks,

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

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

Riaz Ahmed
Riaz Ahmed
SVP-I/I.T. Division

S. Ata Hussain
S. Ata Hussain
EVP/I.T. Head

Received
18+ Sept 2020

SINDH BANK LIMITED
HEAD OFFICE:
3rd FLOOR, FEDERATION HOUSE,
ABDULLAH SHAH GHAZI ROAD,
CLIFTON, KARACHI-75600, PAKISTAN

UAN : +92-21-111-333-255
PHONE : +92-21-35829394
FAX : +92-21-35870543
WEB : www.sindhbankltd.com

پوائے این : +92-21-111-333-255
فون : +92-21-358 29394
فیکس : +92-21-358 40543

پاکستان : ۷۵۶۰۰ - کراچی

سندھ بینک لمیٹڈ

ہیڈ آفس: تیسری منزل، فیڈریشن ہاؤس،

عبداللہ شاہ غازی روڈ، کلکٹن، کراچی۔ ۷۵۶۰۰ - پاکستان

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

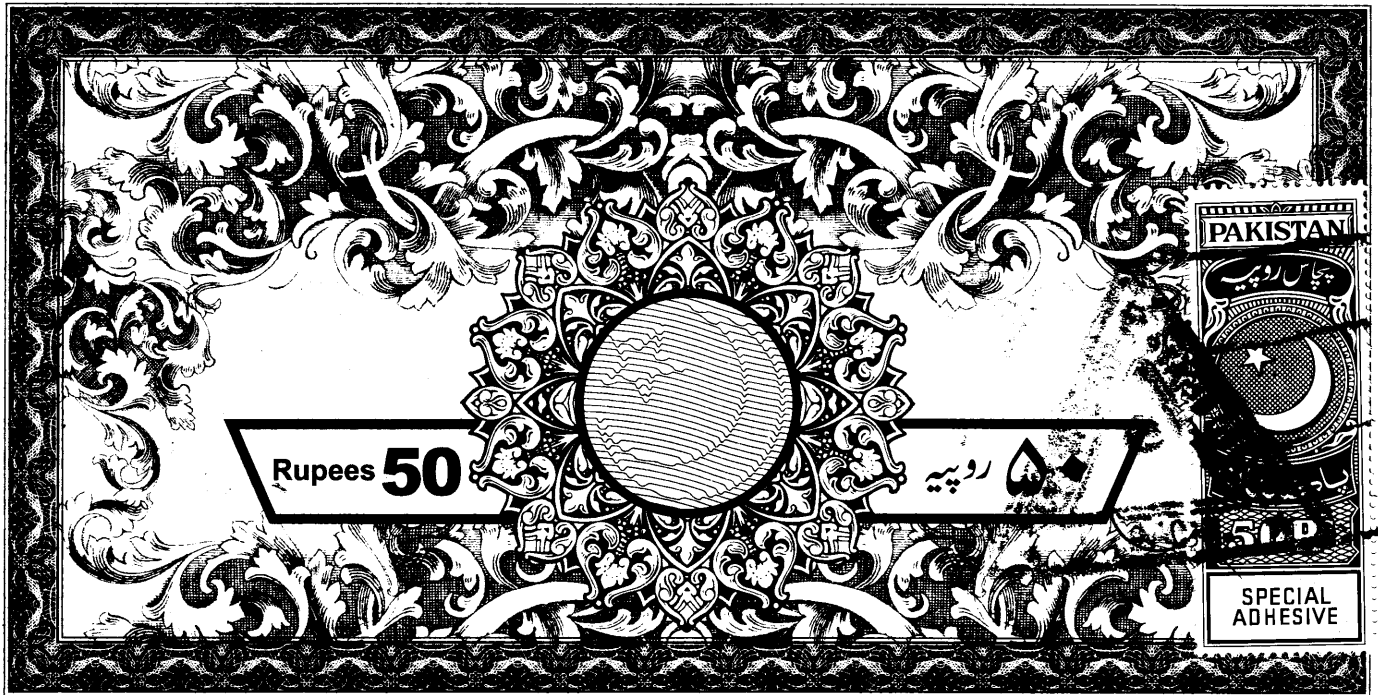
Sindh Bank Limited requires Supply & Installation of Computer Servers. The requirement will be issued on need basis. Therefore quantity may vary depends on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply of actual numbers of items. The purchase of item will be spread over the year as needed.

Required items should strictly be original/genuine and in accordance with the below specifications

S. No	Specification		QTY
1	S2D Ready Nodes (HP/DELL/IBM or Equivalent)		4
	Form Factor	Up to 2 U	
	Chassis	Chassis with Up to 24 x 2.5" Hot Pluggable Hard Drives OR Better/Equivalent	
	Processor	Dual Intel Xeon Silver 4208 2.1G, 8C/16T, 9.6GT/s, 11M Cache, Turbo OR Equivalent	
	Chipset	Intel C620 chipset OR Better/Equivalent	
	Memory	192GB RDIMM, 2933MT/s, Dual Rank OR Equivalent	
	Network Card	Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T OR Equivalent	
	Additional Network Card	QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28 Adapter, PCIe Adapter OR Equivalent	
	Storage / Raid Controller	12Gbps SAS HBA Controller (NON-RAID), LP OR Equivalent	
	Boot Drives	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1), FH OR Equivalent	
	Data Drives	6 x 960GB SSD SATA Mix Use 2.5in Hot-plug Drive. SSD must have endurance of 3 DWPD, 5256 TBW	
	Systems Management	Enterprise License with Dedicated OOB Network Port OR Equivalent Supports remote management, Configuration & Troubleshooting, Virtual Media enabled	
	Power Supply	Dual Redundant 1100W PSU Hot Swappable OR Better	
	Rack Rails	Rack mounting kit along with cable management arm	
	Delivery	Within 8 Weeks	
	Warranty	On Site Troubleshooting along with 3-Year (24/7-4hr) Comprehensive Warranty backed by Principal with parts and labour.	
	OS License	Windows Server® 2019 Datacenter , 16CORE OEM License with multi language media kit. Hardware should be certified Microsoft Storage Spaces Direct Ready Node or Microsoft Storage Spaces or Equivalent	

2	Top of Rack 10/25G Switch		2
	Base	ToR Switch Support 24x 25GbE SFP28 Ports and 4 x 100GbE QSFP28 Uplinks Ports, SFP Module	
	Optics & Cables	12 x SFP28 to SFP28, 25GbE, Passive Copper Twinax DAC, 3M 2 x SFP28 to SFP28, 25GbE, Passive Copper Twinax DAC, 1M 8 x SFP+ to SFP+, 10GbE, Copper Twinax DAC, 3M OR Equivalent	
	Power Supply	Dual Hot Swappable Power Supply with cables	
	Warranty	On Site Troubleshooting along with 3-Year Warranty with parts and labor.	
3	Server (HP/DELL/IBM or Equivalent)		2
	Form Factor	Up to 2 U	
	Chassis	Chassis with up to 16 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration OR Better/Equivalent	
	Processor	Dual Intel Xeon Silver 4208 2.1G, 8C/16T, 9.6GT/s, 11M Cache, Turbo, HT OR Equivalent	
	Chipset	Intel C620 chipset OR Better/Equivalent	
	Memory	256 GB RDIMM, 2933MT/s, Dual Rank OR Equivalent	
	Network Controller	Broadcom 57414 Dual Port 10/25GbE SFP28, rNDC OR Equivalent	
	Additional Network Cards	Broadcom 5720 Dual Port 1GbE BASE-T Adapter OR Equivalent	
	Storage/Raid Controller	RAID Controller with 2 GB or 8GB Cache Supporting RAID level 0, 1, 5, 6 & RAID Span 10, 50, 60 OR Equivalent	
	Hard Drives	08 x 480GB SSD SATA Mix Use 2.5" Hot-Plug Drive. SSD must have endurance of 3 DWPD, 2628 TBW	
	Systems Management	Enterprise License with Dedicated OOB Network Port. Supports remote management, Configuration & Troubleshooting, Virtual Media enabled	
	Power Supply	Dual Redundant 750W PSU Hot Swappable OR Better	
	Rack Rails	Rack mounting kit along with cable management arm	
	Delivery	Within 8 Weeks	
	Warranty	On Site Troubleshooting along with 3-Year (24/7-4hr) Comprehensive Warranty backed by Principal with parts and labour.	
	OS License	Windows Server® 2019 Standard , 16CORE OEM License with multi language media kit.	

Delivery Time: Within 8 Weeks



AMRAN NEHAL STAMP VENDOR
Licence No. 152, Shop No. 1, Glamour Atrium,
Sector 11-I, North Karachi

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

S.No. 11677 DATE 31 AUG 2020
Subscribed To With Address.....
Through With Address..... SYED NAWAZISH ALI
Purpose Advocate L-1582
Value Rs. Attested
Stamp Vendor's Signature.....
Not For Use: Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documentation

TENDER REFERENCE NO. SNDB/COK/ADMIN/TD/1165/2020

AGREEMENT

(Supply and Installation of Computer Server Hardware along with Operating System)

This agreement is made at Karachi on this 31-08-2020

BETWEEN

M/s Astronotech (Pvt) Ltd is a Partnership concerned company, having its office at address
Plot # 1-6 /17 Sector #05 Korangi Industrial Area, near Brooks Chowrangi, Karachi,
(Hereinafter referred to as

"M/s Astronotech (Pvt) Ltd".)

AND

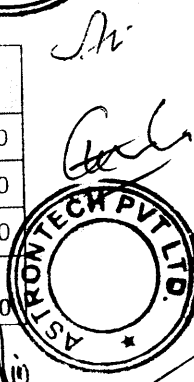
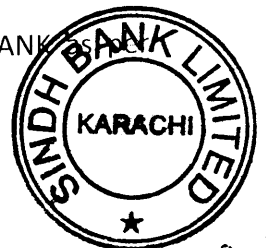
SINDH BANK LIMITED a banking company incorporated under the laws of Pakistan, having its
Head office at Address: 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton,
Karachi. Hereinafter referred to as "SINDH BANK".

WHEREAS M/s Astronotech (Pvt) Ltd has agreed to provide Servers to SINDH BANK
tender dated 3rd June 2020.

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

Detail of Equipment is as follows.

S.No	Product	Quantity	Unit Price PKR	Total Price (PKR) (Including All Taxes)
1	Dell S2D-RN R740XD Servers	04	2,729,200	10,916,800
2	Dell R740 Servers	02	1,607,900	3,215,800
3	Top of Rack 10/25G Switch	02	925,000	1,850,000
Total Bid Amount including All Taxes and Duties				15,982,600



mn

Terms & Conditions:

1. The "M/s Astronotech (Pvt) Ltd" will provide the 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 "M/s Astronotech (Pvt) Ltd" does not fulfil its commitments the Sindh Bank reserves the right to enforce the performance security. All terms & condition of the tender documents are part of this agreement

2. The "M/s Astronotech (Pvt) Ltd" shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Sindh Bank within 08-10 weeks from the date of receipt of Purchase Order.

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

- a. If the "M/s Astronotech (Pvt) Ltd" fails to deliver the Goods as per agreed Schedule.
- b. If the "M/s Astronotech (Pvt) Ltd" fails to get the Goods inspected by the Technical Committee.
- c. If the Goods supplied by the "M/s Astronotech (Pvt) Ltd" fails to perform as per Sindh Banks requirement.

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

4. The "M/s Astronotech (Pvt) Ltd" is obliged and bound to replace any or all parts broken or damaged in transit at its own cost and risk and shall deliver all the equipments in good and sound condition.

5. The warranty of the equipment is three years comprehensive onsite from the date of delivery.

6. 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 to the "M/s Astronotech (Pvt) Ltd" site. In case however if any portion of equipment required to be shifted to "M/s Astronotech (Pvt) Ltd" site, "M/s Astronotech (Pvt) Ltd" will provide equivalent backup during the warranty period.

7. "M/s Astronotech (Pvt) Ltd" agrees to maintain adequate inventory of the parts so that the replacement is available within 24 hours, if any fault arises in the equipment during the warranty period. In case the effected part is not available, then the "M/s Astronotech (Pvt) Ltd" 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 Astronotech (Pvt) Ltd" will provide 36 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance, Software Updates & Patches & Support.

8. The "M/s Astronotech (Pvt) Ltd" also undertakes to bear all kind 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.

9. The Sindh Bank reserves the right to Test/Check the equipment to ensure that it is provided as per specification, in the tender document. For any discrepancies, the Sindh Bank reserve the right to forfeit full security deposit/ cancel the order for the supply and bring the "M/s Astronotech (Pvt) Ltd" on black list of the Sindh Bank forever. The decision of the Sindh Bank shall be final and binding upon the "M/s Astronotech (Pvt) Ltd".

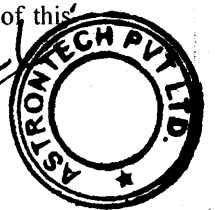
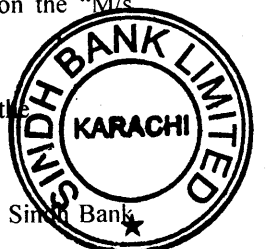
10. In the event of the default on the part of the "M/s Astronotech (Pvt) Ltd", in the performance of any condition of the contract and if such default is not remedied within 3 days it shall be lawful for the Sindh Bank to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order with "M/s Astronotech (Pvt) Ltd" and the decision of the Sindh Bank will be the final and legally binding on the "M/s Astronotech (Pvt) Ltd".

11. Proportionate payments against supply of equipment will be made within Thirty working days from the equipment delivery date.

12. Delivery will be made by the "M/s Astronotech (Pvt) Ltd" at different locations prescribed by the Sindh Bank without any extra delivery charges from Sindh Bank.

13. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 2 of this agreement, Rs.1,000/- per day may be charged by Sindh Bank from M/s Astronotech (Pvt) Ltd.

14. The term of this agreement shall be for the period of 1 year, commencing from the date of signing of this agreement. Extendable every year after mutual written consent



- i. **Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean any information comes in possession of M/s Astronotech (Pvt) Ltd on 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'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 M/s Astronotech (Pvt) Ltd.
- ii. M/s Astronotech (Pvt) Ltd acknowledges that the SINDH BANK is under strict confidentiality obligations with regard to all the information and affairs of its Customers. Therefore M/s Astronotech (Pvt) Ltd, shall not disclose any data, information or other affairs of SINDH BANK's customers which may come to the knowledge of M/s Astronotech (Pvt) Ltd in providing the above services. M/s Astronotech (Pvt) Ltd 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.
- iii. In the event of breach of this clause, M/s Astronotech (Pvt) Ltd 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.
- iv. This clause shall also survive after termination of this Agreement.

16. INDEMNIFICATION.

- v. M/s Astronotech (Pvt) Ltd (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).
- i. This clause shall also survive the termination of this Agreement.

17. Ensuring Access to SBP

M/s Astronotech (Pvt) Ltd and SINDH 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 right to conduct on-site to M/s Astronotech (Pvt) Ltd, if required.

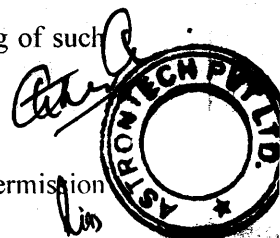
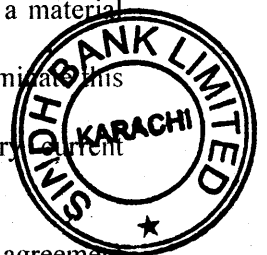
18. Termination of Agreement by the Sindh Bank:

- If the M/s Astronotech (Pvt) Ltd, in the judgment of the Sindh Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- If, as the result of Force Majeure, the M/s Astronotech (Pvt) Ltd is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- If the Sindh Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- If issued two (2) warning letters /emails by Sindh Bank Ltd for unsatisfactory current performance of "M/s Astronotech (Pvt) Ltd".

19. 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.

20. A party may change its address for notice by giving a notice to the other Party in writing of such change.

21. The "M/s Astronotech (Pvt) Ltd" will not assign its job to anyone, except prior written permission from the Sindh Bank.



21. The "M/s Astrontech (Pvt) Ltd" will not assign its job to anyone, except prior written permission from the Sindh Bank.

22. 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 Astrontech (Pvt) Ltd" may be taken or executed by the authorized officials.

23. 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.

24. Conflict of Interest:

The "M/s Astrontech (Pvt) Ltd" 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.

25. Anti- Money Laundering Requirement:

"M/s Astrontech (Pvt) Ltd" 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.

26. Governing Law Jurisdiction

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan and both the parties i.e. THE SINDH BANK and "M/s Astrontech (Pvt) Ltd", hereby submits to the jurisdiction of the local courts in Karachi in any legal proceedings and as regard any claims or matter relating to this Agreement.

27. Force Measure

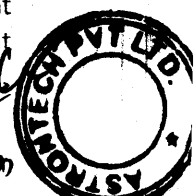
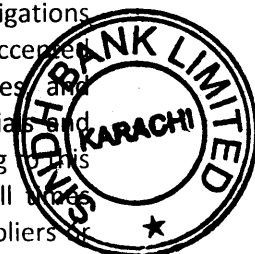
Neither any party shall be liable for any failure to perform or observe its obligations under this Agreement, if such failures or delays are caused by acts of God, wars, riots, strikes, accident, explosion, fire, shortage of labor or materials, labor disputes, government restrictions, or any other cause 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.

28. 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 first referred to the grievance committee of the bank thereafter if needed for arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be at Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

29. Obligation of the Contractor:

1. The M/s Astrontech (Pvt) Ltd 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 Astrontech (Pvt) Ltd 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 (Pvt) Ltd. Risk & subsequent cost to this effect if any will be liability of the "M/s Astrontech (Pvt) Ltd" and any subsequent expenses on the equipment will also be borne by the M/s Astrontech (Pvt) Ltd.



30. 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.

31. Support Escalation Matrix:

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

LEVEL-1	Name/Designation (support staff)	Muhammad Sohaib / Customer Care Representative- Pakistan
First complain if the call is not resolved " within specified response time " (24 hours)	Landline Phone	021-35151052 – 53 Ext: 105
	Email	support@astron.com.pk
	Cell	0309-7770329
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Abdullah Mobin / Enterprise Support Account Manager
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	021-35151052 – 53 Ext: 106
	Email	abdullah.mobin@astron.com.pk
	Cell	0309-7770304
LEVEL-3	Name/Designation (CEO of the firm)	Kashif Naseer / Country Head SSID / GM South
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	021-35151052 – 53 Ext: 111
	Email	kashif.naseer@astron.com.pk
	Cell	0309-7770300

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

M/s AstronTech (Pvt) Ltd

Registered Address:

Plot # 1-6 /17 Sector #05

Korangi Industrial Area, Karachi

Name: Ather Ali Abbasi

Signature: _____

Title: Enterprise Sales Manager

Date: _____

Witness:

Name: Suhail Ahmed Khan

Signature: _____

Title: Regional Sales Manager

Date: _____

Sindh Sindh Bank Limited

Registered Address:

HEAD OFFICE Federation House

**Abdullah Shah Ghazi Road, Clifton,
Karachi.**

Name: SYED ATA HUSSAIN

Signature: _____

Title: HEAD OF IT

Date: _____

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

Name: _____

Signature: _____

Title: _____

Date: 1-9-2020

