

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1) NAME OF THE ORGANIZATION / DEPTT.	Sindh Bank Ltd/Administration
2) PROVINCIAL / LOCAL GOVT./ OTHER	Scheduled Bank
3) TITLE OF CONTRACT	Maintenance & Support Service of Lenovo Servers
4) TENDER NUMBER	SNDB/COK/ADMIN/TD1332/2023
5) BRIEF DESCRIPTION OF CONTRACT	Maintenance & Support Service of Lenovo Servers
6) FORUM THAT APPROVED THE SCHEME	Competent Authority
7) TENDER ESTIMATED VALUE	Rs.840,000/-
8) ENGINEER'S ESTIMATE (For civil works only)	
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	1 Year
10) TENDER OPENED ON (DATE & TIME)	06/07/2023 at 1145 (Tecfh & Fln)
11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	1
12) NUMBER OF BIDS RECEIVED	1
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	26.09.2023
14) BID EVALUATION REPORT (Enclose a copy)	
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. AstronTech Distributions
16) CONTRACT AWARD PRICE	Rs.806,820/-
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	1, M/s. AstronTech Distributions
18) METHOD OF PROCUREMENT USED : - (Tick one)	
a) SINGLE STAGE – ONE ENVELOPE PROCEDURE	<input checked="" type="checkbox"/> Domestic/ Local
b) SINGLE STAGE – TWO ENVELOPE PROCEDURE	<input type="checkbox"/>
c) TWO STAGE BIDDING PROCEDURE	<input type="checkbox"/>
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE	<input type="checkbox"/>

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

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

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

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

Yes	SPPRA NIT ID T00531-22-0044 12.06.2023
No	

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

Yes	Express Tribune, Express & Sindh Express 12.06.2023
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 type="checkbox"/>	No	<input checked="" type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

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

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

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

Yes	
No	NO

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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

Yes	
No	

Signature & Official Stamp of  
Authorized Officer

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

4/10/2023

**FOR OFFICE USE ONLY**

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

Print

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# AstronTech Distributions

Annexure "D"

## 9. INTEGRITY PACT

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

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, [the Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto. [The Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

For and On Behalf Of

Signature: \_\_\_\_\_

Name: Muhammad Sohaib

NIC No: 42000-6373822-1



**LAHORE**

**KARACHI**

**ISLAMABAD**

**RAWALPINDI**

**SIALKOT**

**MULTAN**

**PESHAWAR**

**HEAD OFFICE:** Office No. 203, 2nd Floor, Century Tower, Kalma Chowk, Flyover, Gulberg III, Lahore Pakistan Tel: +92 42 35952334/35

**ISLAMABAD OFFICE:** Plot No. 07 Amjad Plaza 1st Floor Upper National Bank, IJP Road Islamabad Pakistan. Tel: +92 51-4842299, 051-4842300, Fax: 051-4842298

**KARACHI OFFICE:** Plot No. 1-6/17 Sector # 05 Korangi Industrial Area, Near Brookes Chowrangi, Karachi Pakistan. Tel: +92 21-35151052/53

[www.astron.pk](http://www.astron.pk)

## 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
2	Lenovo IBM - x3650 M4	06HCMVE	06HCMVE	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620
3	Lenovo IBM - x3650 M4	06HCMVC	06HCMVC	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620
4	Lenovo IBM - x3650 M4	06HCMVB	06HCMVB	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620
5	Lenovo IBM - x3650 M4	06HCMVD	06HCMVD	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620
6	Lenovo IBM - x3650 M4	06HCMVB	06HCMVA	Windows Server 2012 Stn	2 TB Qty 2	32 GB	Intel Xeon E5 2620

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 List</u>		
S.No	Company Name	AMOUNT DEPOSITED
1	Astron Tech	1150
Total		1150

Date: 21/08/23

Bid Evaluation Report						
Maintenance & Support Of Lenovo Servers.						
1	Name of Procuring Agency	Sindh Bank Ltd.				
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1332/2023				
3	Tender Description	Maintenance & Support Of Lenovo Servers.				
4	Method of Procurement	Single Stage One Envelop Bidding Procedure				
5	Tender Published	SPPRA NIT ID: T00531-22 Express Tribune, Sindh Express, Daily Express (12/06/2023)				
6	Total Bid Documents Sold	01				
7	Total Bids Received	01				
8	Technical Bid Opening Date	06/07/2023 Time: 1145 Hours				
9	Financial Bid Opening Date	06/07/2023 Time: 1145 Hours				
10	No of Bid Technically Qualified	01				
11	Bid(s) Rejected	0				
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost PKR Rs 840,000/-	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s Astronotech Distributions.	134,470*6=806,820/-	Lowest Qualified Bidder	Rs. 33,180 /- Below with the estimated cost	Accepted Being the Most Advantageous Bid	

**Note:** Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s Astronotech Distributions is the most advantageous bid and hence recommended for Maintenance & Support Of Lenovo Servers to Sindh Bank Ltd.

**Members – Procurement Committee**

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

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

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

**Signature**



## PURCHASE ORDER

PO No: 457

Date: 03-10-2023

M/s Astronotech Distributions,  
Plot A-249, Sector 6-F,  
Mehran Town,  
Near Brookes Chowrangi,  
Karachi.

**Subject: Supply Lenovo Server Maintenance & Support.**

Dear Sir,

With Reference to the Tender No SNDB/COK/ADMIN/TD/1332/2023 Dated 12-06-2023 For Supply Maintenance & Support Lenovo Servers at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank Ltd Management is pleased to inform that your Tender is accepted.

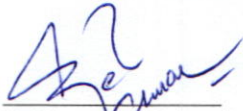
S. No	Description	Unit Price GST	QTY	Amount With GST
1	Supply Maintenance & Support Lenovo Servers	Rs 134,470/-	06	Rs. 806,820/-

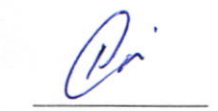
### Terms & Conditions


Payment Terms As Per Agreement.


Taxes/Deduction Above Prices are inclusive of all taxes.


Thank you,

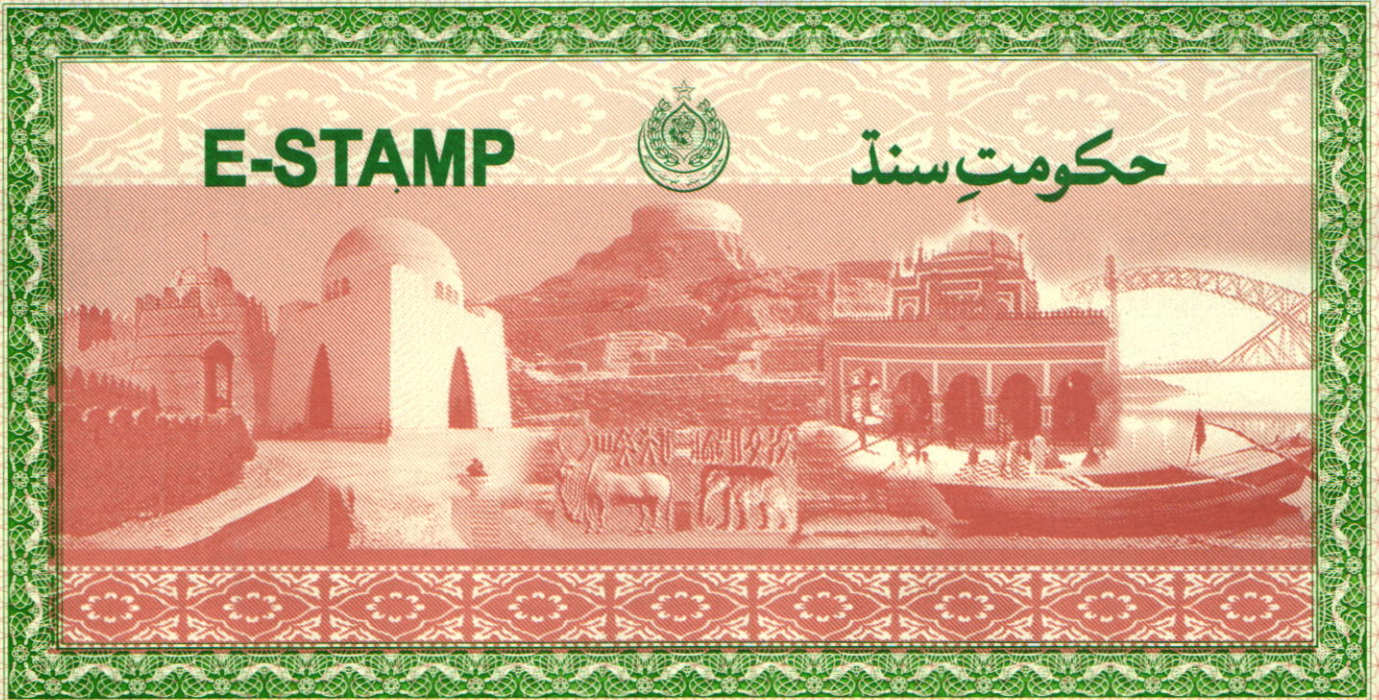
  
S. Khurram Waheed  
OG-I/I.T. Division

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

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

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

  
S. Ata Hussain  
EVP/ Head Of IT



NBP-0002-2309280003148875

GoS-KHI-DA777F9BE049BF3E

Non-Judicial

**Service Level Agreement**

RS 2,824/-

**Tender Ref # SNDB/COK/ADMIN/TD/1332/2023**

Description : Contract - 14(b)  
 Principal : SINDH BANK LTD [00000000]  
 Contractor : M/S ASTRONTECH DISTRIBUTIONS [36540087]  
 Applicant : SHAKIR ALI [42101-1611686-9]  
 Stamp Duty Paid by : M/S ASTRONTECH DISTRIBUTIONS [36540087]  
 Issue Date : 28-Sep-2023, 02:53:21 PM  
 Paid Through Challan : 2023A761ACCD4F0D BETWEEN  
 Amount in Words : Two Thousand Eight Hundred and Twenty Four Rupees Only

This agreement is made at Karachi on this 4/10/23

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

AND

M/s Astrontech Distributions, having its office at Plot A-249, Sector 6-F, Mehran  
 Town, Near Brookes Chowranghi, 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 Equipment installed at SINDH BANK as per tender dated 06-07-2023.



## 1. Purpose of Agreement

For a period of Twelve months from 4/10/23 till 4/10/24 (both days inclusive), M/S ASTRONTECH DISTRIBUTIONS will provide hardware maintenance services (with parts) and support to Lenovo Servers listed at Annexure "A", against an aggregating amount of Rs.806,820/- 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 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 LTD 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 LTD's 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](mailto: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.

First Escalation Step		Karachi	Lahore
First complain if the call is not resolved "within specified response time"	Designation	Customer Care Representative-Pakistan	Customer Care Representative-Pakistan
	Name	Muhammad Sohaib	Muhammad Sohaib
	Phone	021-35151052 – 53 Ext: 111	021-35151052 – 53 Ext: 111
	Cell	0309-7770329/0334-3918472	0309-7770329/0334-3918472
	Email	<a href="mailto:support@astron.com.pk">support@astron.com.pk</a>	<a href="mailto:support@astron.com.pk">support@astron.com.pk</a>
Second Escalation Step		Enterprise Support Account Manager	Manager SSID LHR
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	Designation		
	Name	Muhammad Yousuf	Mushtaq Malik
	Phone	021-35151052 – 53 Ext: 108	042-35952334-6
	Cell	0309-7770303	0309-7770322
	Email	<a href="mailto:Muhhammad.Yousuf@astron.com.pk">Muhhammad.Yousuf@astron.com.pk</a>	<a href="mailto:Mushtaq.malik@astron.com.pk">Mushtaq.malik@astron.com.pk</a>
Third Escalation Step		GM South	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	Designation		
	Name	Suhail Ahmed Khan	Suhail Ahmed Khan
	Phone	021-35151052 – 53 Ext: 104	021-35151052 – 53 Ext: 104
	Cell	0309-7770352	0309-7770352
	Email	<a href="mailto:Suhail.khan@astron.com.pk">Suhail.khan@astron.com.pk</a>	<a href="mailto:Suhail.khan@astron.com.pk">Suhail.khan@astron.com.pk</a>

- Monday to Sunday (24/7)

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 PKR. 806,820/- for a period of Twelve months, starting from \_\_\_\_\_ payable in quarterly advance of Rs.201,705/- once the agreement is signed.

#### 6. Closure / Reduction of Part of Services

SINDH BANK LTD 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 LTD's 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 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 remains 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 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 survive after termination of this Agreement.

#### 10. INDEMNIFICATION.

- v. 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).

- i. This Article shall survive after termination of this Agreement.

#### **11. Ensuring Access to SBP**

**M/s. ASTRONTECH DISTRIBUTIONS** and SNDB 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 ASTRONTECH DISTRIBUTIONS, if required.

#### **12. Evaluation**

SINDH BANK LTD 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 LTD 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 anyone 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 LTD's 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 1<sup>st</sup> 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 is not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to 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

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

Designation: \_\_\_\_\_

Signature: [Signature]

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

Designation: \_\_\_\_\_

Signature: [Signature]

#### For M/s AstronTech Distributions

Name: Suhail Ahmed Khan

Designation: General Manager -South

Signature: [Signature]

Name: Muhammad Sohaib

Designation: System Support Engineer

Signature: [Signature]

#### WITNESSES For Sindh Bank Ltd.

Name: Muhammad Khalid

Designation: AUP-I

Signature: [Signature]

#### WITNESSES For AstronTech Distributions

Name: Abdullah Mobin

Designation: Infrastructure Architect

Signature: [Signature]



Product Description		
SLA FOR LENOVO SERVERS		
S.No	Server Model	Serial No
1	Lenovo IBM - x3650 M4	06HCMVF
2	Lenovo IBM - x3650 M4	06HCMVE
3	Lenovo IBM - x3650 M4	06HCMVC
4	Lenovo IBM - x3650 M4	06HCMVB
5	Lenovo IBM - x3650 M4	06HCMVD
6	Lenovo IBM - x3650 M4	06HCMVB

