SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

		Sindh Bank Ltd
1)	NAME OF THE ORGANIZATION / DEPTT.	
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Scheduled Bank
3)	TITLE OF CONTRACT	Supply & Installation of SD WAN
4)	TENDER NUMBER	SNDB/COK/ADMIN/TD/1269/2023
5)	BRIEF DESCRIPTION OF CONTRACT	Supply & Installation of SD WAN
6)	FORUM THAT APPROVED THE SCHEME	Competent Authority
7)	TENDER ESTIMATED VALUE	Rs.44,473,155/-
8)	ENGINEER'S ESTIMATE (For civil works only)	1 year
9)	ESTIMATED COMPLETION PERIOD (AS P	PER CONTRACT)
	TENDER OPENED ON (DATE & TIME)	3
11)	NUMBER OF TENDER DOCUMENTS SOLI (Attach list of buyers)	
	NUMBER OF BIDS RECEIVED	3
13)	NUMBER OF BIDDERS PRESENT AT THE	
14)	BID EVALUATION REPORT (Enclose a copy)	M/s. PTCL. PTCL Head Office Room #17 Ground
15)	NAME AND ADDRESS OF THE SUCCESSE	FUL BIDDER Wis. FICE Head Office Room FT Grand Plat 1555C
16)	CONTRACT AWARD PRICE	
17	RANKING OF SUCCESSFUL BIDDER IN E (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	EVALUATION REPORT 1. M/s. PTCL 2. M/s. Wateen 3. M/s. Linkdot Net
18) METHOD OF PROCUREMENT USED : - (T	Fick one)
	a) SINGLE STAGE – ONE ENVELOP	PE PROCEDURE Domestic/ Local
		PE PROCEDURE
	c) TWO STAGE BIDDING PROCED	URE
	d) TWO STAGE – TWO ENVELOPE	BIDDING PROCEDURE
	PLEASE SPECIFY IF ANY OTHI EMERGENCY, DIRECT CONTRACT	ER METHOD OF PROCUREMENT WAS ADOPTED i.e. TING ETC. WITH BRIEF REASONS:

				(Competent Authority
19)	APPRO	OVING AUTHORITY FO	OR AWARD OF CONTR	RACT	
20)	WHET	HER THE PROCUREM	ENT WAS INCLUDED	IN AN	NUAL PROCUREMENT PLAN?
					Yes V No
					103
21)	ADVE	RTISEMENT:			
				Yes	SPPRA NIT T00531-22-008 . Express
	i)	SPPRA Website			Tribune, Sindh Express Daily Express 20.09.20233
		(If yes, give date and S	PPRA Identification No.)		
				No	
	ii)	News Papers		Van	
	/	(If yes, give names of n	ewspapers and dates)	Yes	
				No	
22)	NATII	RE OF CONTRACT			Domestic/ Int.
22)	1471101	AL OF COMME			Local IIII.
23)	WHET	HER QUALIFICATION	CRITERIA		
23)			G / TENDER DOCUMEN	NTS?	
	(If yes,	enclose a copy)			Yes V No
24)	WHET	HER BID EVALUATIO	N CDITEDIA		
24)			G / TENDER DOCUMEN	ITS?	Yes V No
		enclose a copy)		Par.	
			•		
25)	WHET	HER APPROVAL OF C	OMPETENT AUTHORI	TY WA	AS OBTAINED FOR USING A
20)	METH	OD OTHER THAN OPE	N COMPETITIVE BIDE	ING2	Yes No
				A STATE	165
26)	WASD	DID SECURITY ORTAIN	NED FROM ALL THE B	IDDEF	282
20)	WASE	ID SECORITI OBTAIL	ALD I KOM ALL IIIL D	IDIDEI	Yes No
			2 3 30		*
27)	WHET	HER THE SUCCESSFU	L BID WAS LOWEST E	VALU	ATED Yes V No
	BID / B	BEST EVALUATED BIL	(in case of Consultancie	es)	
28)	WHET	HER THE SUCCESSFU	L BIDDER WAS TECH	NICAL	LY Yes No
/		LIANT?			
			DIDDEDG AND THEIR	OUTO	TED DDICES WEDE DEAD OUT AT
29)	WHET	HER NAMES OF THE IME OF OPENING OF I	RIDDERS AND THEIR	QUU	TED PRICES WERE READ OUT AT
	THE	INE OF OPENING OF I	JIDS:		Yes No
				DIRE	THE DEPONE THE AWARD OF
30)			REPORT GIVEN TO	RIDD	DERS BEFORE THE AWARD OF
		RACT? a copy of the bid evaluation	on report)		
	(Attact	copy of the old evaluation	on reporty		Yes No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN 1 (If yes, give details)	гне ті	ENDER NOTICE / DOCUMENTS
(II 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 (BLACK LISTED?	ГНАТ	THE SELECTED FIRM IS NOT Yes No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF WISIT	PROC	UREMENT? IF SO, DETAILS TO
(If yes, enclose a copy)		Yes V No
37) WERE PROPER SAFEGUARDS PROVIDED ON MOB THE CONTRACT (BANK GUARANTEE ETC.)?	ILIZA	Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
ANGUE	No	No
Signature & Official Stamp of Authorized Officer ARSHAD ABBAS SOOMRO		
Head of Administration & Security		
FOR OFFICE USE ONLY Sindh Bank Limited Head Office Karachi		

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

Print

Save

Reset

3. SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank requires Supply Installation of SD-WAN to cover two hundred (200) branches, primary DC and DR sites. The requirement will be issued on need basis. Therefore quantity may vary depending on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply and installation of actual numbers of items.

The prospective Supplier will provide Sindh Bank with Enterprise-Class Next Generation SD-WAN that include the following features.

SD-WAN REQUIREMENTS:

General SD-WAN Requirements

- Router/Firewall based on-prem SD-WAN solution.
- The proposed SD-WAN solution components must support end-of-life beyond next 5 years for Software/Hardware capability.
- The proposed solution must be vendor agnostic supporting multiple WAN connections at branches using all transports such as MPLS, Broad Band, Wireless WAN (4G and 5G) fiber etc.
- The proposed solution must support zero-touch provisioning for branch end devices via email, USB and DHCP.
- The proposed SD-WAN solution should be able to support existing 200 branches of Sindh Bank and proposed solution must be able to scale up to 1000 branches without replacing Core routers/Firewall or SD-WAN Controller hardware.
- · The proposed solution should support SD-WAN as well as traditional WAN networking.
- In addition to SD-WAN, the proposed solution must be capable to support security functions such as AV, IPS, URL filtering and Application control.
- · URL content filtering by category or specific URL.
- · Application visibility and control and Application aware routing.
- The proposed solution must have a centralized on-prem SD-WAN Controller with high availability.
- The proposed solution must have centralized logging, reporting and analytics capabilities for entire SD-WAN infrastructure.
- The proposed solution must include 3 year hardware and TAC support with 4 hour 24x7 OEM support & services for Core routers/Firewalls and SD-WAN Controllers, and NBD support & services for Branch routers/firewalls and Branch LAN switches.
- All required SD-WAN licenses must be included in proposed solution.
- The proposed SD-WAN solution must not have any restrictions or license requirement for WAN bandwidth at head-end Core routers/firewalls or branch routers/firewalls.
- The proposed solution must support strong encryption and hashing techniques to encrypt traffic between branch and head-end devices.
- Bidder is responsible for the migration of 150 branches from EIGRP to OSPF
- Bidder is responsible for the integration of 150 nodes of traditional network with SD-WAN.
- The purpose solution must be deployed by the principal/OEM (professional services)

	S	Supply & Installation SD - WAN (1269)	llatio	n SD -	WAN (1269)	
S.NO	S.NO COMPANY NAME TENDER FEE PST TOTAL PAY ORDER NO	TENDER FEE	PST	TOTAL	PAY ORDER NO	NAME OF BANK
01	PTCL	300	39	339	11869493	Standard Chartered
02	Link Dot Net/Jazz	300	39	339	6717468	MCB
03	Wateen Solution	300	100	400	00000842	Bank Alfalah
	Grand Total				1,078/-	

Date: 19-12-2022

	6	Bid Evaluation Report		
		ply & Installation of SD_WAN		
1	Name of Procuring Agency	Sindh Bank Ltd.		
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1269/2022		
3	Tender Description	Supply & Installation of SD-Wan Single Stage One Envelop Bidding Procedure		
4	Method of Procurement			
5	Tender Published	SPPRA NIT ID: T00531-22-008 Express Tribune, Sindh Express, Dail Express (20/09/2022)		
6	Total Bid Documents Sold	03		
7	Total Bids Received	03		
8	Technical Bid Opening Date	06/10/2022 Time: 1115 Hours		
9	Financial Bid Opening Date	06/10/2022 Time:1115 Hours		
10	No of Bid Technically Qualified	03		
11	Bid(s) Rejected	0		

S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.44,473,155 /-)	Reason for Acceptance/ Rejection	Remark
0	1	2	3	4	5	6
1	M/s PTCL	Rs. 50,939,447/-	1 st Lowest Qualified Bidder	Rs. 6,466,292/- Above with the estimated cost	Accepted Bei Advantag	•
2	M/s Wateen	Rs. 72,890,358/-	^{2nd} Lowest Qualified Bidder	Rs.28,417,203 /- Above with the estimated cost	^{2nd} Lowest Qua	alified Bidder
* 2	LINK DOTNET	Rs. 167,959,045.93/-	^{3rd} Lowest Qualified Bidder	Rs123,485,890.93/- Above with the estimated cost	3rd Lowest Qu	alified Bidder

<u>Note</u>: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s PTCL is the most advantageous bid and hence recommended for Supply and Installation of SD-Wan 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

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

TYPE OF PROCUREMENT	ADMIN / IT / CONSULTA			
TENDER NAME	Supply &	Inglallation	SD.WAR	
TYPE OF TENDER	SINGLE STAGE-ONE ENVELOPE / SING	LE STAGE-TWO ENVELOPE / TWO STAGE /TWO S	TAGE-TWO ENVELOPE	
OPENING DATE	06/10/20n			
OPENING TIME	11:18 Hou			
ATTENDANCE (MEMBER PC)				
()				
	NAME		IRM	BID OFFERED
ATTENDANCE (REPS. OF BIDDERS)		1) PTCC 2) Wateous wildower	US#_	212,443/2
		2 Water	<u> </u>	72,890,358/2
		hickdone	t 516	67, 959,045.93
		5/		
	1			
	#22	_		<u> </u>
TOTAL BIDS ACCEPTED FOR EVALUATION	405	_		
TO-L BIDS REJECTED	1	_		
REMARKS				
		. /		
	SIGNAT	URE MEMBERS PC-A	DMIN	
	Head - Fin	Div.		
	Head - 4d	/()		
	Member-I			
		to		



ATTENDANCE SHEET BID OPENING -

allation of SD-NAM Date: 06/10/2020

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
1	PTCL				
2	vatein Solution	K	y O	hop Br	U
3 h	intern Solutions				
					2
1					

Signature	-Procurement	Committee	Memhers

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

OFFICE ORDER

SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No: T00531-22-008

1. Supply & Installation Of SD-WAN

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

Farhan A Siddiqui AVP-I/Admin Division Ather Iqbal AVP-I/Admin Division S. Zeeshan ul Haq SVP/IT Division

Members - Procurement Committee

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

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

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

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

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

n. 1 a . . a

Signature

President/CEO

SCOPE OF WORK / TECHNICAL SPECIFICATION

Sindh Bank requires Supply Installation of SD-WAN to cover two hundred (200) branches, primary DC and DR sites. The requirement will be issued on need basis. Therefore quantity may vary depending on the requirement of the bank, accordingly bank will not be responsible if the quantity asked is not as per scope of work below and in this context no claim will be entertained. Payment will be done on supply and installation of actual numbers of items.

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SD-WAN REQUIREMENTS:

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The purpose solution must be deployed by the principal/OEM (professional services)

Faraz Ahmed AVP/Admin. Div. Kamal Rashid AVP/Operation Div. Atif Alvi AVP/I.T. Division

SD-WAN Controller Requirements

- SD-WAN Controller at DC site in HA/cluster deployment.
- · Active-Active load sharing on Hub/Core routers/Firewalls.
- Application aware L7 WAN traffic routing and load balancing.
- Hierarchical QoS such as application based policy, VPN based policy etc.
- SD-WAN per tunnel QoS.
- Adaptive Forward Error Correction (A-FEC) / Forward Error Correction (FEC).
- Dynamically duplicate the packet for real-time flows when packet loss above threshold is detected.
- Support use of all available WAN links considering the application SLA.
- · Single centralized management for all the configurations, policies, software updates.
- · Separate Control and Data plane.
- Support seem-less link fail-over (flow based).
- Support multiple WAN connection on branches, one link on MPLS IP VPN and a second WAN connection to the internet.
- Solution must assure application performance on any transport.
- · Support to create custom applications for use in both monitoring and configuration.
- Support secure communication between SD-WAN Controller and WAN devices.
- · On-prem Controller based solution.
- Branch end devices must support at least 20Mb WAN bandwidth for enabling SDWAN features [all required licenses must be included in proposed solution].
- The proposed system must support identification of well-known applications and dynamic steering of applications using optimal path selected based on WAN link health measurement performance SLAs.
- The proposed system must allow SLA targets to be created. These are a set of constraints that are used in SD-WAN rules to control the paths that traffic take. These constraints should include:
 - Latency threshold
 - Jitter threshold
 - o Packet loss threshold
 - Link Bandwidth
- The proposed system shall provide settings to the characteristics of probes, including check interval, link failure and restoration considerations.
- The proposed system shall support seamless link fail-over to improve user experience in case of link-failure.

Head-End Core Router/Firewall Specifications

The proposed head-end core router/firewall must have following specifications:

- Required 4x head-end Core Routers/Firewalls: 2x for Primary DC site and 2x for DR site.
- Dual hot swappable Power Supplies.
- Minimum 8 x GE RJ45 and 8 x 1GE/10G SFP/SFP+ slots.
- Minimum 1 x GE RJ45 Management port.
- SD-WAN enabled router/firewall with at least 6 Gbps IPSec VPN throughput.
- Support IPS, FW and Application Control.
- Support at least 6 ISPs WAN links on single Core router/Firewall.
- Support routing for static routes and dynamic routes (PBR, OSPF, BGP and ISIS).
- Support 2,000 IPsec VPN tunnels on a single head-end device.
- Support 1,000 OSPF/BGP adjacencies on a single head-end device.
- Capable to support SD-WAN as well as traditional WAN routing networks.

Faraz Ahmed AVP/Admin. Div. Kamal Rashid AVP/Operation Div.

Atif Alvi AVP/I.T. Division

- Support Active/Active Hub router/firewall deployment.
- Support advanced routing protocols for efficient path selection.
- Support redistribution, distributed list & IP-prefix list (route policy).
- Support multiple VRF/Routing instance.
- Support Multi-Factor authentication.
- Support Tacacs+, Radius and AAA.
- Support Jumbo Frames.
- Zone based network segmentation.
- Source/Policy based Routing functionality.
- IPv4 and IPv6 compliant.
- Support Network Time Protocol (NTP) version 2, DHCP , DHCP Relay & NetFlow (or equivalent) ACL
- Support gateway redundancy protocol (HSRP/VRRP).
- Support routing protocol segmentation.

Branch Router/Firewall Specifications:

- SD-WAN branch router/firewall for 200 branches.
- Minimum 2x 1G SFP and 4x 1GE RJ45 WAN/L3 interfaces.
- SD-WAN enabled router/firewall with at least 1 Gbps IPSec VPN throughput.
- Support advanced routing protocols for efficient path selection.
- Support redistribution, distributed list & IP-prefix list (route policy).
- Support multiple VRF/Routing instance, Support Multi-Factor authentication.
- Support Tacacs+, Radius and AAA. Support Jumbo Frames.
- Zone based network segmentation, Source/Policy based Routing functionality.
- IPv4 and IPv6 compliant.
- Support Network Time Protocol (NTP) version 2, DHCP , DHCP Relay & NetFlow (or equivalent) ACLs.
- Support gateway redundancy protocol (HSRP/VRRP), Support routing protocol segmentation.
- Support IPS, FW and Application Control, Support minimum 100 IPsec VPN tunnels.
- Must support HQoS/traffic shaping.

Branch LAN switch Specifications

- Enterprise class Layer-2 non-PoE switch with 24 x GE RJ45 ports and 2 x 1GE SFP ports
- Must have switching capacity of 56 Gbps or higher.
- Support SD-LAN and ZTP via SDN Controller, Required NAC AA and profiling
- Single power supply.
- Must be from the same OEM vendor to support integration and visibility.

LAN switch Specifications

- Enterprise class Layer-3 non-PoE switch with 48 x GE RJ45 ports and 2 x 10GE SFP ports
- Must have switching capacity of 136 Gbps or higher.
- Support SD-LAN and ZTP via SDN Controller, Required NAC AA and profiling
- Dual power supply.
- Must be from the same OEM vendor to support integration and visibility.

Delivery Time: within 12 to 14 weeks.

Faraz Ahmed

AVP/Admin. Div.

Kamal Rashid AVP/Operation Div.

Atif Alvi AVP/I.T. Division

Eligibility Criteria:

The contract will be awarded to the successful Bidder whose bid will be found technically compliant and has offered the lowest cost and emerged as most advantageous bid. Proposed Bidder must qualify following criteria:

- 1. Bidder must be registered with Income Tax and Sales Tax Department and must appear on Active Taxpayer List of FBR.
- 2. Bidder must either be a Manufacturer (OEM) or an authorized Partner of the OEM in Pakistan.
- 3. Bidder must have Annual Turnover of at least PKR 200 Million in last Three (03) financial years. Audited financial reports or Tax Statements to be submitted with the proposal.
- OEM must have presence in Pakistan since last Ten (10) years.
- 5. OEM/Bidder must have successfully done One (01) deployments of proposed router/firewall based SD-WAN solution in commercial Banks in Pakistan in last three years.
- 6. Bidder must have successfully done Two (02) WAN Core router/firewall deployments in commercial Banks in Pakistan in last three years.
- 7. Bidder must have service and support offices major cities of Pakistan including Islamabad, Lahore
- 8. Bidder must be deliver, configuration / installation proposed solution at bank's datacentre and branches.
- 9. Bidder must not be blacklisted by any government, semi-government, or private organization.
- Bidder must submit OEM authorization letter for this specific procurement.
- 11. Quoted hardware solution must have end of life beyond five (05) year at the time of submission.
- 12. Bidder must be in relevant IT business since last Ten (10) years.
- 13. Bidder must have at least two professional level certified resource on proposed OEM.
- 14. One Certified resident engineer (Cisco CCNA/equivalent certification) for one (01) year required.

ELIGIBILTY CRITERIA NOTE

- 1. If company not active Tax payer it will consider as a disqualified (Attached Proof as Annexcure-6).
- 2. There can be a 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.
- 3. 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.
- 4. Bank reserves the right to verify all or any documents from the source, submitted in the bid as per SPPRA rule # 30(1).
- 5. Bank reserves the right to verify the equipment from the principle at any time to ensure that the supply of equipment is genuine, original, new and that its specification are the same as described in the bid. In case of any fake/refurbished equipment, the company may be subject to legal proceeding as per SPPRA rule # 30(1).
- 6. Company will be considered disqualified if specification of the Network Equipment quoted does not meet the specification given in the tender document.
- 7. Company shall supply Goods as per specifications and upon the recommendations of the Technical/Standardized Committee appointed by the Bank within 8 to 10 weeks from the date of receipt of purchase order. In addition to that Rs. 500/- per day will be fined after 10 days and Rs. 1,000/- per day/will be fined after 20 day:

Taimoor Ghansi

AVP/Finance Division.

VP/ Operations Div

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

MANDATORY

- 1. GST/Income Tax Registration/Registration With Sindh Revenue Board
- 2. Attachment of Affidavit (specimen attached as Annexure "H") on stamp paper from the owner of the company.
- 3. 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 at the time of opening of bids.
- The bidders are required to submit bids only in prescribed financial pro-forma given in Tender Document.
- 6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
- 7. Both OEM and Bidder must be in I.T. Business in Pakistan for past 10 years. (Attach documentary proof as Annexure-7)
- Company must provide a valid & latest Manufacturer Authorization Certificate (MAF) from the Manufacturer/Principal for supply of required equipment. (Attach documentary/certificate proof as Annexure-8)

Note: 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.

DISQUALIFICATION

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

- 1. 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.
- 3. Not GST/Income Tax Registered/Registration With Sindh Revenue Board
- 4. Alternate bid is offered.
- 5. Non Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
- 6. The qualified bidder sublets the contract in any form/stage to any other agency.
- 7. The tender is deposited without Tender Fee.
- 8. Warranty of supplied items is less than 03 year.
- 9. If during verification process of the cliental list the response by any of the bank is unsatisfactory on account of previous performance.
- After supply, if the specification of supplied items is found different with the items produced in front
 of committee at the time of technical evaluation.

11. In the past, the company agreement has been prematurely been terminated after due qualification in any of the category of the tender.

Talmoor Ghausi

AVP/ Finance Division.

Ahsan Ali

VP/ Operations Div

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

SD-WAN Controller

Requirements

- SD-WAN Controller at DC site in HA/cluster deployment.
- · Active-Active load sharing on Hub/Core routers/Firewalls.
- Application aware L7 WAN traffic routing and load balancing.
- Hierarchical QoS such as application based policy, VPN based policy etc.
- SD-WAN per tunnel QoS.
- Adaptive Forward Error Correction (A-FEC) / Forward Error Correction (FEC).
- Dynamically duplicate the packet for real-time flows when packet loss above threshold is detected.
- Support use of all available WAN links considering the application SLA.
- Single centralized management for all the configurations, policies, software updates.
- Separate Control and Data plane.
- Support seem-less link fail-over (flow based).
- Support multiple WAN connection on branches, one link on MPLS IP VPN and a second WAN connection to the internet.
- Solution must assure application performance on any transport.
- Support to create custom applications for use in both monitoring and configuration.
- Support secure communication between SD-WAN Controller and WAN devices.
- On-prem Controller based solution.
- Branch end devices must support at least 20Mb WAN bandwidth for enabling SDWAN features [all required licenses must be included in proposed solution].
- The proposed system must support identification of well-known applications and dynamic steering of applications using optimal path selected based on WAN link health measurement performance SLAs.
- The proposed system must allow SLA targets to be created. These are a set of constraints that are used in SD-WAN rules to control the paths that traffic take. These constraints should include:
 - o Latency threshold
 - Jitter threshold
 - Packet loss threshold
 - Link Bandwidth
- The proposed system shall provide settings to the characteristics of probes, including check interval, link failure and restoration considerations.
- The proposed system shall support seamless link fail-over to improve user experience in case of link-failure.

Head-End Core Router/Firewall Specifications

The proposed head-end core router/firewall must have following specifications:

- Required 4x head-end Core Routers/Firewalls: 2x for Primary DC site and 2x for DR site.
- Dual hot swappable Power Supplies.
- Minimum 8 x GE RJ45 and 8 x 1GE/10G SFP/SFP+ slots.
- Minimum 1 x GE RJ45 Management port.
- SD-WAN enabled router/firewall with at least 6 Gbps IPSec VPN throughput.
- Support IPS, FW and Application Control.
- · Support at least 6 ISPs WAN links on single Core router/Firewall.
- Support routing for static routes and dynamic routes (PBR, OSPF, BGP and ISIS).
- Support 2,000 IPsec VPN tunnels on a single head-end device.
- Support 1,000 OSPF/BGP adjacencies on a single head-end device.
- Capable to support SD-WAN as well as traditional WAN routing networks.

- Support Active/Active Hub router/firewall deployment.
- · Support advanced routing protocols for efficient path selection.
- Support redistribution, distributed list & IP-prefix list (route policy).
- Support multiple VRF/Routing instance.
- Support Multi-Factor authentication.
- Support Tacacs+, Radius and AAA.
- Support Jumbo Frames.
- Zone based network segmentation.
- · Source/Policy based Routing functionality.
- · IPv4 and IPv6 compliant.
- Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACL
- · Support gateway redundancy protocol (HSRP/VRRP).
- Support routing protocol segmentation.

Branch Router/Firewall Specifications:

- SD-WAN branch router/firewall for 200 branches.
- Minimum 2x 1G SFP and 4x 1GE RJ45 WAN/L3 interfaces.
- SD-WAN enabled router/firewall with at least 1 Gbps IPSec VPN throughput.
- Support advanced routing protocols for efficient path selection.
- · Support redistribution, distributed list & IP-prefix list (route policy).
- Support multiple VRF/Routing instance, Support Multi-Factor authentication.
- Support Tacacs+, Radius and AAA. Support Jumbo Frames.
- Zone based network segmentation, Source/Policy based Routing functionality.
- IPv4 and IPv6 compliant.
- Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACLs.
- Support gateway redundancy protocol (HSRP/VRRP), Support routing protocol segmentation.
- Support IPS, FW and Application Control, Support minimum 100 IPsec VPN tunnels.
- Must support HQoS/traffic shaping.

Branch LAN switch Specifications

- Enterprise class Layer-2 non-PoE switch with 24 x GE RJ45 ports and 2 x 1GE SFP ports
- Must have switching capacity of 56 Gbps or higher.
- Support SD-LAN and ZTP via SDN Controller, Required NAC AA and profiling
- Single power supply.
- Must be from the same OEM vendor to support integration and visibility.

LAN switch Specifications

- Enterprise class Layer-3 non-PoE switch with 48 x GE RJ45 ports and 2 x 10GE SFP ports
- Must have switching capacity of 136 Gbps or higher.
- Support SD-LAN and ZTP via SDN Controller, Required NAC AA and profiling
- Dual power supply.
- Must be from the same OEM vendor to support integration and visibility.

Delivery Time: within 12 to 14 weeks.

2. Contract agreement is extendable / renewable upto 2 years only on mutual understanding on same terms & conditions and rates.

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2022-2023)

Name of Bidder
Name of Bidder

s.NO	Item	Unit Price	Quantity	Amount (PKR)
1	SD-WAN Controller Cluster		1x SD-WAN Controller Cluster for Primary DC site.	
2	SD-WAN Core Routers/Firewalls		2x for DC site 2x for DR site	
3	SD-WAN Branch Routers/Firewalls		200	
4	3 year SD-WAN subscription		SD-WAN Core routers/firewalls (4) SD-WAN Branch routers/firewalls (200)	
5	Branch LAN switch		24*10/100/1000BASE-T ports, 2*GE SFP ports, AC power quantity 200	
6	LAN switch		48*10/100/1000BASE-T ports, 2*10GE SFP ports, dual AC power quantity 8	
7	One (01) year services support includes: • Major and minor software upgrades. • 24x7 TAC support. • 4 hr. 7x24 h/w replacement on Core Routers/firewalls and Controllers. • NBD 8x5 h/w replacement on Branch routers/firewalls and Branch switches).		SD-WAN Controllers (1 clusters) Core routers/firewalls (4) Branch routers/firewalls (200) Branch LAN switch (200)	
8	Year 2 services cost and SD-WAN subscription		SD-WAN Controllers (1 clusters) Core routers/firewalls (4) Branch routers/firewalls (200) Branch LAN switch (200) SD-WAN subscription	
9	Year 3 services cost and SD-WAN subscription	al Amount	SD-WAN Controllers (1 clusters) Core routers/firewalls (4) Branch routers/firewalls (200) Branch LAN switch (200) SD-WAN subscription	



SNDB/COK/ADMIN/TD/1269/2022 06/02/2023

M/s. Pakistan Telecommunication Company Limited, PTCL Head office, Room # 17, Ground Floor (Margalla Side), Ufone Tower, Plot # 55-C, Main Jinnah Avenue, Sector F-7/1, Blue Area, Islamabad.

Subject: Acceptance of Bid - Supply & Installation of SD-WANs)

The management of Sindh Bank Limited is pleased to accept the Bid to M/s. **Pakistan Telecommunication Company Limited** by terms and conditions mentioned in our tender dated 20/09/2022.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,

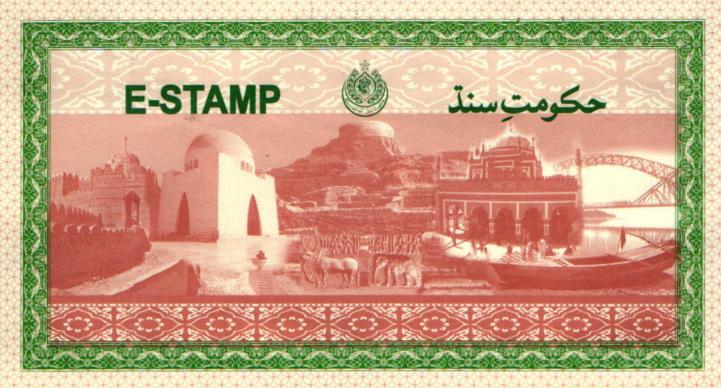
Syed Zeeshan ul haq

SVP IT

Syed Ata Hussain Head of IT Division

WEB

: www.sindhbankltd.com



NBP-1027-2304050002153271

GoS-KHI-677BF0454FB7DE3E

Non-Judicial

COVERNMENTOFS: CO

41223

Description Principal

Contractor

Applicant

Stamp Duty Paid by

Issue Date
Paid Through Challan

Amount in Words

: Contract - 15(a)

: Sindh Bank Limited [36540087]

: Pakistan Telecommunications Company Limited [08015996]

: Azhar Baig [42201-8275567-1]

: Pakistan Telecommunications Company Limited [08015996]

: 05-Apr-2023, 02:57:27 PM

202306A60DEFC9D5
 One Lac Seventy Eight Thousand Two Hundred and Eighty Nine Rupees Only

Rs 178,289/-

Please Write Below This Line

TENDER REFERENCE NO. SNDB/COK/ADMIN/TD/1269/2022

Agreement

(For Supply & Installation of SD-WANs)

BY AND BETWEEN

Sindh Bank Limited has its head office on the 3rd Floor, Federation House, Clifton, Karachi (hereinarted referred to as the 'Sindh Bank' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest, executors, and permitted assigns) of the One Park'.

And

Pakistan Telecommunication Company Limited a company incorporated under the laws of Pakistan and having its registered office at PTCL Head Office, Room # 17, Ground Floor (Margalla Side), Ufone Tower, Plot # 55-C, Main Jinnah Avenue, Sector F-7/1, Blue Area, Islamabad (hereinafter called the 'PTCL' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest, executors and permitted assigns) of the other part.

Sindh Bank and the PTCL shall hereinafter collectively be referred to as the "Parties" and individually as a "Party", where the context of the Contract so requires.

WHEREAS PTCL has agreed to provide an SD-WAN solution to Sindh Bank as per tender.





Bank

Office

SCOPE OF WORK

Sindh requires Supply Installation of SD-WAN to cover two hundred (200) branches, primary DC, and DR sites. The requirement will be issued on need basis. Therefore, quantity may vary depending on the requirement of the Sindh Bank, accordingly Sindh Bank will not be responsible if the quantity asked is not as per scope of work below, and in this context no claim will be entertained. Payment will be done on supply and installation of actual numbers of items.

The Vendor will provide the Sindh Bank with Enterprise-Class Next Generation SD-WAN that include the following features.

SD-WAN REQUIREMENTS:

General SD-WAN Requirements

- Router/Firewall based on-prem SD-WAN solution.
- The proposed SD-WAN solution components must support end-of-life beyond the next 5 years for Software/Hardware capability.
- The proposed solution must be vendor agnostic supporting multiple WAN connections at branches using all transports such as MPLS, Broad Band, Wireless WAN (4G and 5G) fiber etc.
- The proposed solution must support zero-touch provisioning for branch end devices via email, USB and DHCP.
- The proposed SD-WAN solution should be able to support existing 200 branches of Sindh Bank and proposed solution must be able to scale up to 1000 branches without replacing Core routers/Firewall or SD-WAN Controller hardware.
- The proposed solution should support SD-WAN as well as traditional WAN networking.
- In addition to SD-WAN, the proposed solution must be capable to support security functions such as AV, IPS, URL filtering and Application control.
- URL content filtering by category or specific URL.
- Application visibility and control and Application aware routing.
- The proposed solution must have a centralized on-prem SD-WAN Controller with high availability.
- The proposed solution must have centralized logging, reporting and analytics capabilities for entire SD-WAN infrastructure.
- The proposed solution must include 3 year hardware and TAC support with 4 hour 24x7 OEM support & services for Core routers/Firewalls and SD-WAN Controllers, and NBD support & services for Branch routers/firewalls and Branch LAN switches.
- All required SD-WAN licenses must be included in proposed solution.
- The proposed SD-WAN solution must not have any restrictions or license requirement for WAN bandwidth at head-end Core routers/firewalls or branch routers/firewalls.
- The proposed solution must support strong encryption and hashing techniques to encrypt traffic between branch and head-end devices.
- Bidder is responsible for the migration of 150 branches from EIGRP to OSPF
- Bidder is responsible for the integration of 150 nodes of traditional network with SD-WAN.
- The purpose solution must be deployed by the principal/OEM (professional services)

SD-WAN Controller Requirements

- SD-WAN Controller at DC site in HA/cluster deployment.
- · Active-Active load sharing on Hub/Core routers/Firewalls.
- Application aware L7 WAN traffic routing and load balancing.
- · Hierarchical QoS such as application based policy, VPN based policy etc.
- SD-WAN per tunnel QoS.
- Adaptive Forward Error Correction (A-FEC) / Forward Error Correction (FEC).
- · Dynamically duplicate the packet for real-time flows when packet loss above threshold is detected.
- Support use of all available WAN links considering the application SLA.
- · Single centralized management for all the configurations, policies, software updates.
- Separate Control and Data plane.
- Support seem-less link fail-over (flow based).
- Support multiple WAN connection on branches, one link on MPLS IP VPN and a second WAN connection to the internet.
- Solution must assure application performance on any transport.
- Support to create custom applications for use in both monitoring and configuration.
- Support secure communication between SD-WAN Controller and WAN devices.
- On-prem Controller based solution.
- Branch end devices must support at least 20Mb WAN bandwidth for enabling SDWAN features [all required licenses must be included in proposed solution].
 - The proposed system must support identification of well-known applications and dynamic steering of applications using optimal path selected based on WAN link health measurement performance SLAs.



- The proposed system must allow SLA targets to be created. These are a set of constraints that are
 used in SD-WAN rules to control the paths that traffic take. These constraints should include:
 - Latency threshold
 - Jitter threshold
 - Packet loss threshold
 - Link Bandwidth
- The proposed system shall provide settings to the characteristics of probes, including check interval, link failure and restoration considerations.
- The proposed system shall support seamless link fail-over to improve user experience in case of link-failure.

Head-End Core Router/Firewall Specifications

The proposed head-end core router/firewall must have following specifications:

- Required 4x head-end Core Routers/Firewalls: 2x for Primary DC site and 2x for DR site.
- Dual hot swappable Power Supplies.
- Minimum 8 x GE RJ45 and 8 x 1GE/10G SFP/SFP+ slots.
- Minimum 1 x GE RJ45 Management port.
- SD-WAN enabled router/firewall with at least 6 Gbps IPSec VPN throughput.
- Support IPS, FW and Application Control.
- Support at least 6 ISPs WAN links on single Core router/Firewall.
- Support routing for static routes and dynamic routes (PBR, OSPF, BGP and ISIS).
- Support 2,000 IPsec VPN tunnels on a single head-end device.
- Support 1,000 OSPF/BGP adjacencies on a single head-end device.
- Capable to support SD-WAN as well as traditional WAN routing networks.
- Support Active/Active Hub router/firewall deployment.
- · Support advanced routing protocols for efficient path selection.
- Support redistribution, distributed list & IP-prefix list (route policy).
- Support multiple VRF/Routing instance.
- Support Multi-Factor authentication.
- Support Tacacs+, Radius and AAA.
- Support Jumbo Frames.
- · Zone based network segmentation.
- Source/Policy based Routing functionality.
- IPv4 and IPv6 compliant.
- Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACL
- Support gateway redundancy protocol (HSRP/VRRP).
- · Support routing protocol segmentation.

Branch Router/Firewall Specifications:

- SD-WAN branch router/firewall for 200 branches.
- Minimum 2x 1G SFP and 4x 1GE RJ45 WAN/L3 interfaces.
- SD-WAN enabled router/firewall with at least 1 Gbps IPSec VPN throughput.
- Support advanced routing protocols for efficient path selection.
- Support redistribution, distributed list & IP-prefix list (route policy).
- Support multiple VRF/Routing instance, Support Multi-Factor authentication.
- Support Tacacs+, Radius and AAA. Support Jumbo Frames.
- Zone based network segmentation, Source/Policy based Routing functionality.
- IPv4 and IPv6 compliant.
- Support Network Time Protocol (NTP) version 2, DHCP, DHCP Relay & NetFlow (or equivalent) ACLS
- Support gateway redundancy protocol (HSRP/VRRP), Support routing protocol segmentation.
- Support IPS, FW and Application Control, Support minimum 100 IPsec VPN tunnels.
- Must support HQoS/traffic shaping.

Branch LAN switch Specifications

- Enterprise class Layer-2 non-PoE switch with 24 x GE RJ45 ports and 2 x 1GE SFP ports
- Must have switching capacity of 56 Gbps or higher.
- Support SD-LAN and ZTP via SDN Controller, Required NAC AA and profiling
- Single power supply.
- Must be from the same OEM vendor to support integration and visibility.

LAN switch Specifications

- Enterprise class Layer-3 non-PoE switch with 48 x GE RJ45 ports and 2 x 10GE SFP ports
- Must have switching capacity of 136 Gbps or higher.
 - Support SD-LAN and ZTP via SDN Controller, Required NAC AA and profiling
- Dual power supply.



Bank



. Must be from the same OEM vendor to support integration and visibility.

Further Detail is as follows:

S. No.	Item	Unit Price (USD)	Quantity	Amount (USD)
1	SD-WAN Controller Cluster	58,231	1x SD-WAN Controller Cluster for Primary DC site.	58,231
2	SD-WAN Core Routers/Firewalls	4,286	2x for DC site 2x for the DR site	17,145
3	SD-WAN Branch Routers/Firewalls	388	200	77,544
4	3 year SD-WAN subscription	28,615	SD-WAN Core routers/firewalls (4) SD-WAN Branch routers/firewalls (200)	28,615
5	Branch LAN switch	256	24*10/100/1000BASE-T ports, 2*GE SFP ports, AC power quantity 200	51,139
6	LAN switch	1,431	48*10/100/1000BASE-T ports, 2*10GE SFP ports, dual AC power quantity 8	11,450
7	One (01) year services support includes: Major and minor software upgrades. 24x7 TAC support. 4 hr. 7x24 h/w replacement on Core Routers/firewalls and Controllers. NBD 8x5 h/w replacement on Branch routers/firewalls and Branch switches).	6,934	SD-WAN Controllers (1 clusters) Core routers/firewalls (4) Branch routers/firewalls (200) Branch LAN switch (200)	6,934
8	Year 2 services cost and SD-WAN subscription	14,320	SD-WAN Controllers (1 clusters) Core routers/firewalls (4) Branch routers/firewalls (200) Branch LAN switch (200) SD-WAN subscription	14,320
9	Year 3 services cost and SD-WAN subscription	14,320	SD-WAN Controllers (1 clusters) Core routers/firewalls (4) Branch routers/firewalls (200) Branch LAN switch (200) SD-WAN subscription	14,320
	*Total /	Amount (In U	SD)	222,443/-

Notes:

- i. * Total Amount quoted above is the sum of Point No. 1,2,3,5,6 & 7 (total 1st year cost).
- ii. USD conversion rate as per SPPRA rules.
- iii. The above given commercials are inclusive of GST/SST. However, any change in tax rates or addition of any new taxes will be applicable as per actual
- iv. The total 3 years of SDWAN costs given in Point 4 is indicative only and doesn't count in total bid value/contract value since the amount is already part of the respective hardware and yearly 8 a n k renewal costs.

Terms & Conditions:

- 1. All terms and conditions of the tender documents will remain part of this agreement.
- PTCL shall provide the performance security in the form acceptable to "SINDH BANK" for 10% of
 the tender value for the period of One (1) Year from the date of Submission of performance
 security. In case PTCL does not fulfil its commitments, "SINDH BANK" reserves the right to
 enforce the performance security as per SPPRA Rules.
- PTCL shall supply SD-WAN as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by "SINDH BANK" within 14 weeks from the date of receipt of the Purchase Order.
- "SINDH BANK" will have the option to enforce the performance bond on happening of any or all the following events,
 - . If PTCL fails to deliver the SD-WANs as per the agreed Schedule
 - b. If PTCL fails to get the SD-WANs inspected by the Technical Committee.
 - c. If the SD-WANs solution supplied by PTCL fails to perform as per Sindh Bank's



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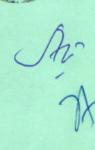
- In addition to the above "SINDH BANK" will have the option to cancel the tender and offer the same to the next lowest bidder.
- 5. The warranty of the equipment is One (01) year comprehensive onsite from the date of Installation.
- 6. The warranty will be effective while the Goods remain in the premises of the Sindh Bank and the Sindh Bank will not be responsible to send the equipment to the "PTCL" site. In case however if any portion of the equipment is required to be shifted to the "PTCL' site, PTCL will provide equivalent backup during the warranty period.
- 7. PTCL agrees to maintain an 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 affected part is not available, then the "PTCL" 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 "PTCL" will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement and 24x7 Technical Assistance.
- 8. PTCL also undertakes to bear all kinds of taxes i.e., Stamp duty/ services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any), and all other incidental charges etc, up to the place of destination.
- 9. "SINDH BANK" reserves the right to Test/Check the item to ensure that it is provided as per the specification in the tender document. For any discrepancies, "SINDH BANK" reserves the right to forfeit the full security deposit/ cancel the order for the supply and blacklist the PTCL forever as per SPPRA Rules. The decision of "SINDH BANK" shall be final and binding upon PTCL.
- 10. In the event of a default on the part of the PTCL, in the performance of any condition of the contract and if such default is not remedied within 15-20 days it shall be lawful for "SINDH BANK" to enforces full or part of the Earnest money / Performance Security and or cancel the whole part of the supply order from PTCL and the decision of "SINDH BANK" will be final and legally binding on the PTCL.
- 11. Proportionate payments against the supply of equipment will be made within Thirty days from the equipment delivery date.
- 12. Delivery will be made by the PTCL at different branches and Head Office Karachi of the Sindh Bank as prescribed by Sindh Bank.
- 13. In case of failure to supply the requisite within 7 working days after the delivery time, as described under clause no 3 of this agreement, a penalty of Rs.5,000/- per day may be charged.
- 14. In case of failure to install supply equipment within 2 working days after delivery, a penalty of Rs.3,000/- per day may be charged.
- 15. Any kind of discount from the principal to PTCL shall be passed on to Sindh Bank

16. Term Duration:

The Term of this Agreement shall be for a period of One (01) year ("Term") effective from 1.T. (8/5/2023) (both dates ivision included), which may be extended every year after the mutual written consent of both Parties.

17. Confidentiality

- i. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean any information that comes in possession of both Parties and its personnel during the normal course of business / services which is the property of the other Party and/or any of either Party's communications, whether in oral, written, graphic, magnetic, electronic, or another form, that is either conspicuously marked "confidential" or "proprietary," or is known to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course of discussions, studies, or other work undertaken shall be kept confidential by both Parties.
- ii. Both Parties acknowledge that the other Party is under strict confidentiality obligations with regard to all the information. Therefore, either Party shall not disclose any data, information or other affairs of the other Party which may come to the knowledge of either Party in providing the above services. both Parties undertake to obtain from their employees involved in the



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ii. The Sindh Bank agrees that any deviation and/or degradation of service due to any such factor shall not be considered default on the PTCL's part or breach of any term or condition of this Contract thereof.

23. 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 PTCL may be taken or executed by the authorized officials.

24. 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.

25. Conflict of Interest:

Both Parties shall hold the other Party's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

26. Anti- Money Laundering Requirement:

Both Parties 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.

27. Governing Law Jurisdiction

This Agreement shall in all respects be constructed and be governed in the accordance with the Laws of Pakistan

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 amicably settle 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 settled through arbitration by sole arbitrator appointed with mutual consent of both the Parties. The arbitration shall be held under the provisions of the Arbitration Act, 1940 (as amended from time to time). The arbitration shall be held in Karachi, Pakistan and proceedings of arbitration shall be conducted in English. The decision shall be final and binding on the Parties. The cost of the arbitration shall be borne equally by both Parties unless stated otherwise in the award.

29. Obligation of PTCL:

- i. PTCL 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. PTCL shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank's legitimate interests in any dealing with Sub-Suppliers or third Parties.
- ii. If the obligation of warranty period is not met or delayed, the repair etc. requirement on this account will be carried out by SINDH BANK then and the billed amount will be deducted from the performance security/ upcoming payment due to PTCL. The risk and subsequent cost to this effect if any will be liability of PTCL and any subsequent expenses on the equipment will also be borne by PTCL.

30. Obligations of the Bank:

The Sindh Bank confirms and warrants that it shall be responsible for the following:

Ensuring timely provision of feedback, observations, comments, and reservations on the deliverable(s) provided by the Vendor hereunder.

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Page 7 of 9



- ii. That it has all necessary legal, statutory, regulatory, and corporate authorizations and approvals to enter into this agreement.
- iii. Notwithstanding anything to the contrary contained in any document incidental to this Agreement and/or this Agreement and its Annexures, Schedules and Appendixes, the Sindh Bank shall not be responsible for anything not expressly mentioned in this Article.
- iv. That none of its obligations hereunder contradicts and/or violates any other agreement or law to which it may be subject to.
- v. The Sindh Bank represent and warrant that all details as set out in the Agreement are true in every respect and undertake to immediately notify PTCL of any change in any such detail and in the event of the Agreement being signed on behalf of Sindh Bank by any person ("the signatory"), The Sindh Bank warrants that the signatory has the authority to make and/or enter into such application on behalf of Sindh Bank and to bind Sindh Bank accordingly.

31. Anti-Bribery and Anti-Corruption Practices

- 31.1 Both parties agree to comply with laws and regulations that apply to it and their business with the other party, particularly anti-bribery and anti-corruption laws and regulations.
- 31.2 Both parties warrant and represent that it has set up internal control processes and Anti-Bribery and Anti-Corruption ("ABAC") policies to ensure that its personnel are always conducting business with the other party in accordance with such processes, policies and applicable laws and regulations.
- 31.3 Both parties agrees that the obligations under this clause shall extend to include its owners, directors, officers, employees, sub-contractors, and agents hence both parties shall be liable for any breach of this clause by any of its owners, directors, officers, employees, sub-contractors, and agents.
- 31.4 Both parties further agree to cooperate in good faith with the other party and its auditors, attorneys, and representatives in the event of any actual or alleged violation of anti-bribery and anti-corruption laws by the either party (including its owners, directors, officers, employees, subcontractors, and agents). Such cooperation includes but should not be limited to providing both parties and its representatives prompt and complete access to relevant records and personnel as requested by either party in order to analyze facts of the matter.
- 31.5 Any breach of this clause shall be deemed material breach of this Contract allowing the other party, at its sole discretion, to terminate this Contract with immediate effect, and take necessary action.

32. 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 because of Force Majeure.

33. Taxes and Duties

PTCL 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 I. T Contract Price. However, any change in the tax rates or addition of new taxes would be borne by the VIS Sindh Bank as per actual.

34. Limitation of Liability

2.9.1 Nothing in this Agreement excludes or limits the liability of either party in respect of:

- a) death or personal injury caused by its gross negligence;
- b) dishonesty, or the tort of deceit, or willful neglect by its employees or agents;
- c) fraudulent misrepresentation; and
- d) liability which may not otherwise be limited or excluded under applicable law.

2.9.2 Notwithstanding anything contained in this Agreement to the contrary, parties agree that neither party shall be liable to the other party for any indirect, consequential, or incidental damages or losses (such as any lost income, profit or savings, loss of goodwill or the interruption of its business).

35. Support Escalation Matrix:

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

LEVEL-1	Name/Designation	Danish Jamal / Resident Engineer
First complain if the call is not resolved	Landline Phone	



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"within specified response time"	Email	v.danishjamal@ptclgroup.com
(24 hours)*	Cell	+923452969551
LEVEL-2	Name/Designation	Zafar Imam / Manager Enterprise Sol. Support KHI
Second complain, if the call is attended within "Specified Response Time" and not attended / or the problem still unresolved even after complaining at Level-1 (48 hours)	Landline Phone	
	Email	zafar.imam@ptclgroup.com
	Cell	+923343706626
LEVEL-3	Name/Designation	Muhammad Zubair
Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	•
	Email	mzubair@ptclgroup.com
	Cell	+923330211129
Note: Ensure that no column above is left blank		

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first written above.

FOR AND ON BEHALF OF PAKISTAN TELECOMMUNICATION COMPANY LTD.

FOR AND ON BEHALF OFSINDH BANK LIMITED

Signature:

Name:

ZARRAR HASHAM KHAN

Group Chief Business Solutions Officer

Designation:

PTCL Headquarter's Islamabad

CNIC No .:

37405-0351764-3

Signature:

Name:

Designation:

CNIC No.:

42201-4989728-7

Signed in the presence of the following witnesses:

Signature:

Name:

WMAR FAROOQI
Group Director Enterprise Solutions (South-

PTCL-Karachi

CNIC No .:

Signature:

Name:

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

CNIC No .:



