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.	SNDB/COK/ADMIN/TD/1347/2023
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Scheduled Bank
3)	TITLE OF CONTRACT	Maintenance & Support Service of Dell Servers
4)	TENDER NUMBER	SNDB/COK/ADMIN/TD/1347/2023
5)	BRIEF DESCRIPTION OF CONTRACT	Maintenance & Support Service of Dell Servers
6)	FORUM THAT APPROVED THE SCHEME	Competent Authority
7)	TENDER ESTIMATED VALUE	Rs.8,514,621/-
8)	ENGINEER'S ESTIMATE (For civil works only)	
	ESTIMATED COMPLETION PERIOD (AS PITENDER OPENED ON (DATE & TIME)	1 Year 26/10/2023 at 1100 Hrs
	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers))2
12)	NUMBER OF BIDS RECEIVED	
13)	NUMBER OF BIDDERS PRESENT AT THE	100
14)	BID EVALUATION REPORT (Enclose a copy)	17/01/2024
15)	NAME AND ADDRESS OF THE SUCCESSF	ULBIDDER M/s. IBL Unisys Pvt. Ltd OFFice 2nd Flase
16)	CONTRACT AWARD PRICE	Rs.5,605,460/- Plot No 1. 136
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT 1. M/s. IBL Unisys 2. M/s. Astron Tech
18)	METHOD OF PROCUREMENT USED : - (Ti	ck one)
	a) SINGLE STAGE – ONE ENVELOPE	E PROCEDURE Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE
	c) TWO STAGE BIDDING PROCEDUI	RE
	d) TWO STAGE – TWO ENVELOPE B	SIDDING PROCEDURE
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTIN	METHOD OF PROCUREMENT WAS ADOPTED i.e. IG ETC. WITH BRIEF REASONS:

19)	APPROVING AUTHORITY FOR AWARD OF CONTRA	CT C	omptent Authority
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN	ANN	Yes No
21)	ADVERTISEMENT:		
		Yes	SPPRA NIT T00531-23-0003 09.10.2023
	i) SPPRA Website (If yes, give date and SPPRA Identification No.)		
	(if yes, give date and of First Identification 100.)	No	
	ii) News Papers (If yes, give names of newspapers and dates)	Yes	Express Tribune, Daily Express & Sobh
		No	
22)	NATURE OF CONTRACT		Domestic/ Local Int.
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENT (If yes, enclose a copy)	rs?	Yes No
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENT (If yes, enclose a copy)	rs?	Yes No
25)	WHETHER APPROVAL OF COMPETENT AUTHORIT METHOD OTHER THAN OPEN COMPETITIVE BIDDI		S OBTAINED FOR USING A Yes No
26)	WAS BID SECURITY OBTAINED FROM ALL THE BII	DDER	S? Yes V No
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EV BID / BEST EVALUATED BID (in case of Consultancies)		ATED Yes V No
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICOMPLIANT?	ICAL1	Yes V No
29)	WHETHER NAMES OF THE BIDDERS AND THEIR OF THE TIME OF OPENING OF BIDS?	QUOT	Yes No No
30)	WHETHER EVALUATION REPORT GIVEN TO I CONTRACT? (Attach copy of the bid evaluation report)	BIDDI	· ·
			Yes No

	100	
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	No
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN T	ГНЕ Т	ENDER 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	77	
(If yes, give detailed reasons.)	Yes	
	No	No
35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED?	THAT	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 VISIT (If yes, enclose a copy)	PROC	UREMENT? IF SO, DETAILS TO
(11 yes, enclose a copy)		Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON MOB THE CONTRACT (BANK GUARANTEE ETC.)?	ILIZA	TION ADVANCE PAYMENT IN Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
	No	
/Sm	NO	
Signature & Official Stamp of ARSHAD ABBAS SOOMRO Authorized Officer Head of Administration & Security / Administration Division	12	12-24
Sindh Bank Limited Head Office Karachi		- 5
FOR OFFICE USE ONLY		
		V V

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

Print Save Reset



PURCHASE ORDER

PO No: 0590

Date: 01-02-2024

M/s IBL Unisys PVT LTD, Office 2nd Floor, One IBL Center, Plot No 1 Block 7 & 8 DMCHS, Shahrah-e-Faisal Road, Karachi.

Subject:

Maintenance & Support Services of Dell Servers.

Dear Sir,

With Reference to the Tender Bid SNDB/COK/ADMIN/TD/1347/2024 Dated 09-10-2023 For Maintenance & Support Services of Dell Servers at Sindh Bank Ltd Submitted by you. After detail review the Sindh Bank ltd Management is pleased to inform that your Tender Bid is accepted

S.NO	Description	Qty	Total Price With Tax
1	Maintenance & Support Services of Dell Servers.	14	Rs 5,605,460/-

Terms & Conditions

Payment Terms

As Per Agreement.

Taxes/Deduction

Above Prices are including of all taxes.

Thank you,

S. Khurram Waheed

AVP-II/I.T .Division

M. Khalid

AVP-I/I.T Division

S. Zeeshan Ul Haq

SVP-I/I.T. Division

Riaz Ahmed

EVP/11/ I.T Division.

S.Ata Hussair EVP/ Head Of IT

SINDH BANK LIMITED HEAD OFFICE
3RD FLOOR, FEDERATION HOUSE
ABDULLAH SHAH GHAZI ROAD
CLIFTON KARACHI-75600.

UAN : +92-111-333-225 PHONE : +92-21-35829320 +92-21-35829394 FAX : +92-21-35870543

WEB

: www.sindhbankltd.com

الا المالين: ١١٥ ٣٣٣ ١١١ ١٩٠ +9r ri MOArger. فون:

+91 11 TOAL.OFF

عبداللدشاه غازي رود، كلفشن، كراجي - ١٥١٠ ع اكتان

3. SCOPE WORK / TECHNICAL SPECIFICATION

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

Sindh Bank desires to engage partners of the DELL equipment manufacturers to provide maintenance and support (including Parts & Labour) for 14 Dell Servers and switches installed at Sindh Bank Karachi and Lahore data centres, as per the details given in this document and specification mentioned below.

S.No	Model	Service Tag
1	Dell Power Edge R740	G41VB33
2	Dell Power Edge R740	F41VB33
3	Dell Power Edge R740 xd	D41VB33
4	Dell Power Edge R740 xd	C41VB33
5	Dell Power Edge R740 xd	941VB33
6	Dell Power Edge R740 xd	B41VB33
7	Dell Power Edge AX740xd	841VB33
8	Dell Power Edge AX740xd	541VB33
9	Dell Power Edge AX740xd	641VB33
10	Dell Power Edge AX740xd	741VB33
11	PowerSwitch S5224F-ON	D5DQY03
12	PowerSwitch S5224F-ON	B25RY03
13	PowerSwitch S5224F-ON	FWNPY03
14	PowerSwitch S5224F-ON	DWNPY03

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

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

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

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

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

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

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

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

	Buyer List	
S.No	Company Name	AMOUNT DEPOSITED
1	IBL Unisys	1150
2	AstronTech	1150
	Total	2300

					Bid Evaluation Rep	ort		a description			
			Mainter	nance	& Support Services	Of Dell Servers.					
1		Name of Procurin	ng Agency	Sind	h Bank Ltd.						
2	2 Tender Reference No.			SNE	B/COK/ADMIN/TD	0/1347/2023					
3	3 Tender Description 4 Method of Procurement		Mai	ntenance & Support	t Services Of Dell Servers.		and the				
4			Sing	le Stage One Envelop	Bidding Procedure						
5		Tender Published			SPPRA NIT ID: Express Tribune, Sindh Express, Daily Exp (09/10/2023)						
6		Total Bid Docum	ents Sold	02		and the second second					
7	7 Total Bids Received		red	02							
8		Technical Bid Op	id Opening Date 2		26/10/2023 Time: 1100 Hours						
9		Financial Bid Opening Date			26/10/2023 Time: 1100 Hours						
10		No of Bid Technic		02							
11		Bid(s) Rejected		0							
S. No.	Na	Name of Company Cost Offered by I		idder	Ranking in Terms of Cost	Comparison with Estimated Cost PKR Rs 8,514,621/-	Reason for Acceptance/ Rejection	Remark			
0		1	2		3	4	5	6			
1		M/s IBL Unisys 400,390*14= PVT LTD. 5,605,460/-		1st Lowest Qualified Bidde		2,909,161 Below with the estimated cost	ow with the estimated Accepted Bein				
1	M/s Astrontech 444,4		444,417.54*14= 6,221,845.56/-		2nd Low Bidder.	2,292,775.44 Below with the estimated cost	2nd Low I	Bidder.			

Note: Accordingly, going through the Technical/Financial evaluation criteria laid down in the tender document, M/s IBL Unisys PVT LTD is the most advantageous bid and hence recommended for Maintenance & Support Services Of Dell Servers.

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

on Legue

M/8 Astrontech PVI CID.

2.4.1 Eligibility Criteria

S. No.	OB shall evaluate proposals using Requisite	*Evidence required to be attached	Compliance	/ Proof
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attached as Annexure "1")	Yes	No
2	2 Turn Over in last 3 Years should be at least 5 Audit Report / Tax Return million (attach as Annexure "2")		Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attach as Annexure "3")	Yes	No
4			Yes	No
5	Company must be Tier 1 partner of the Dell equipment manufacturer	Attach Certificate from Principal (Attach as Annexure "5")	Yes	No
6	Company must provide SLA(Service Level Agreement) of at least one bank (other than Sindh Bank) in Pakistan	Attach Service Level Agreement (Attach as Annexure "6")	Yes	No

Syled Khurram Waheed OG-I/IT Div

Hasan Raza Finance Div S. Zeeshan Ul Haq IT Div

Member - Procurement Committee.

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

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

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

A/8 IBL Unisys PVT LTD.

2.4.1 Eligibility Criteria

SNIDR chall	l evaluate proposal	e using the	following	eligihility	criteria	
SINDO SHAII	i evaluate biobosai	s using the	TOHOWING	Cligionity	Cilitaria.	

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

Syed Khurram Waheed OG-I/IT Div

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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 a yearly basis and shall be made in PAK rupees.

Faraz Ahmed

Admin Div

Kamal Rashid

Operation CPU Div

Syed Khurram Waheed

IT Div



ATTENDANCE SHEET BID OPENING -

FOR SELECTION OF Maintenance & Support Service of Dell Servers

Date: 26-10-2013

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	IBL-Unisys	Mustry 2 Zejar	0335= 9221096	and Hoor, kh	M
02	Astronteck	Zayan	0309	Dector 6 f	200
1					
					v
		X			

Signature - Procurement Committee Members

Head of Administration

Chief Financial Officer

Chief Manager (IDBL)

on long.

John John Market Market

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

ADMIN / IT / CONSULTANT / MEDIA

TYPE OF PROCUREMENT

TENDER NAME	Maintenance	& Support Sorvi	ces of Del Servers
TYPE OF TENDER		AGE-TWO ENVELOPE / TWO STAGE /TWO STAGE-T	
OPENING DATE	26-10-23		WO ENVELOPE
OPENING TIME	1100 Hrs.		
ATTENDANCE (MEMBER PC)			
₹¥			
TEN			
Ú,			
C.º			
	NAME	FIRM	BID OFFERED
ATTENDANCE (REPS. OF BIDDERS)			
AT:	1) IBL- Unisys 2) Astrorted	Mr. Mustafer Mr. Tayan	15,5605,4601- US\$ 21,985,28
Ser Ma			
TOTAL BIDS ACCEPTED FOR EVALUATION	#02	_	
AL BIDS REJECTED			
REMARKS			
		-	
	SIGNATURE MEMI	BERS PO-ADMIN	

Head - Fin Div.

Head - Admin Div. on Lave

Member-IDBL.

Care

IBL-Unisys (Pvt) Limited

Head - Admin Dry, Ol

Member-IDBL.

PRICE SCHEDULE

(Applicable for the year 2023-2024)

Name of Bidder: IBL-Unisys (Pvt) Ltd

FINANCIAL PROPOSAL

S.NO	Item	Unit Cost	Quantity	*Total Amount
1	Maintenance & Support Services of Dell Servers and switches	PKR 400,390/-	14	PKR 5,605,460/-
	*Total Amount			

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

Note

- 1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- 2. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- 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/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
- 5. Lowest Evaluated Bidder is going to be the criteria for award of contract rather than considering the lowest bid offered, encompassing the lowest whole sum cost which the Procuring Agency has to pay for the services/items during contract period. SPPRA Rule 49 may please be referred.
- 6. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Admin Office after 5 days of completion of bid evaluation report hoisting period (3 days) on SPPRA website.
- 7. In case the lowest bid offered is the same in the single stage one envelope procedure between two or more bidders, the successful bidder will be the one who has the highest turnover for the last three years.
- 8. Pre Bid Meeting will be conducted at Sindh Bank Ltd, Head Office, Basement 2, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi within a week time before the opening of tender to further clarify the assignment/scope of work given in tender documents and at the same time, queries will be addressed if any by the interested bidder.
- Payment will be made in Pak Rupee.
- 10. The vendor will submit a commercial invoice in USD / Pak Rupee along with an exchange rate sheet of SBP. Payment will be made in Pak Rupee SBP notified exchange rate as on the date of invoice

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

Signature & Stamp of Bidder

Dated: 26th Oct. 2023

KARACHI:

2nd Floor, One IBL Centre, DMCHS Tipu Sultan Road, Off Shahrah-e-Faisal, Karachi - Pakistan. Tel: +92 213 717 0200 LAHORE:

10th Floor, Office # 1014, High-Q Tower, Plot # 1 , Gulberg 5, Jail Road, Lahore - Pakistan. Tel: +92 42 3577 5580

ISLAMABAD:

Office No 9, 4th Floor, Pakland City Centre, Plot # 30 & 31, I-8 Markaz, Islamabad - Pakistan, Tel: +92 51 8488 016

Note

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

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

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

Head - Admin Div. _ CM

4 FINANCIAL PROPOSAL

PRICE SCHEDULE

(Applicable for the year 2023-2024)

Name of Bidder

S.No	ltem	Unit Cost	Quantity	*Total Amount
01	Maintenance & Support Services of Dell Servers and switches	\$ 1,570.38	14	\$ 21,985.28
W-1964	*Total Am	ount		



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

Note

- In case of over writing/cutting/use of Blanco is found in the Financial Bld document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
- The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labour charges.
- No advance payment for the supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned officer.
- Calculation of bid security. 5% of the *(Total Amount) will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favour of Sindh Bank Ltd.
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- 9. Payment will be made in Pak Rupee.
- The vendor will submit a commercial invoice in USD / Pak Rupee along with an exchange rate sheet of SBP. Payment will be made in Pak Rupee SBP notified exchange rate as on the date of invoice

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

MUHAMMAD SOHAIB / BDM

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

Dated: 26-10-2023



5 Contract

5.1 Conditions of Contract

5.1.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

Applicable Law" means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010. (Amended 2017)

"Procuring Agency" or "PA" means SNDB Contractor.

"Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

"Contract Price" means the price to be paid for the performance of the Services. "Effective Date" means the date on which this Contract comes into force.

"GC" mean these General Conditions of Contract.

"Government" means the Government of Sindh.

"Currency" means Pak Rupees.

"Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

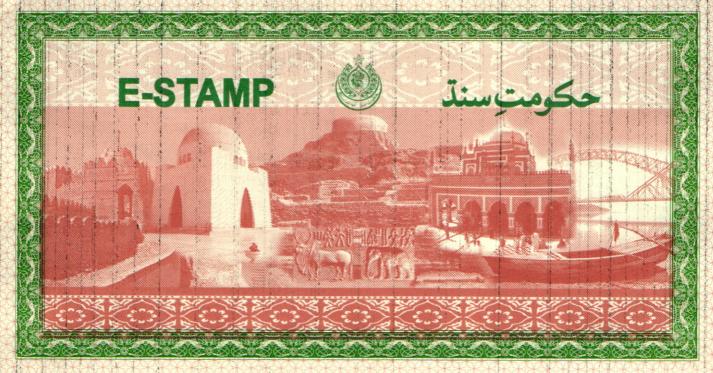
"Party" means the PA or the Contractor, as the case may be, and "Parties" means both of them.

"Personnel" means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

"SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

"Services" means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.





NBP-0002-2401250003976442

GoS-KHI-60E93B66F2EDE023

Rs 19,620/-

Non-Judicial

Description

Principal

Contractor Applicant

Stamp Duty Paid by

Issue Date

Paid Through Challan

Amount in Words

: Contract - 15(a)

: SINDH BANK LIMITED [00000000]

: IBL Unisys Pvt Ltd [07125275]

: Sajid Amroz [42501-8817789-7] : IBL Unisys Pvt Ltd [07125275]

: 25-Jan-2024, 03:12:42 PM

: 20248886A3258ADC

: Nineteen Thousand Six Hundred and Twenty Rupees Only

Please Write Below This Line -

SERVICE LEVEL AGREEMENT (SLA)

This agreement is made at Karachi on this 12 Rs 24

BETWEEN

SINDH BANK LIMITED is 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".

M/s. IBL-Unisys (Pvt) Limited is a Private Limited company, having its office at 2nd Floor, One IBL Center, Plot No 1 Block 7 & 8, DMCHS, Shahrah-e-Faisal Rd, Karachi, Pakistan (Hereinafter referred to as) M/s. IBL-Unisys (Pvt) Limited

WHEREAS M/s. IBL-Unisys (Pvt.) Limited has agreed to provide Maintenance and support services of Servers to SINDH BANK as per the tender dated October' 26, 2023.

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









The detail of the Equipment is as follows.

S. No	Item SINDHGOVERNMENTOR	Unit Cost	Quantity	The total amount with all taxes
01	Maintenance & Support Services of Dell Servers and switches	PKR 400,390/-	14 MENT	PKR 5,605,460/-
NTOFSIND DESINDHG	*Total Amount	SINDHOOVERNMENTOPSH CHGOVERNMENTOPSH	NOHGOVERNMENTO COVERNMENTOES	PKR 5,605,460/-

Terms & Conditions:

- 1. The "M/s. IBL-Unisys (Pvt) Limited" will provide performance security in the form acceptable to the Sindh Bank for the 10% of the order value for the period of one year from the date of Submission of performance security. In case "M/s. IBL-Unisys (Pvt) Limited" does not fulfill its commitments, the Sindh Bank reserves the right to enforce performance security. All terms & conditions of the tender documents are part of this agreement.
- 2. The "M/s. IBL-Unisys (Pvt) Limited" shall supply Goods as per specifications and upon the recommendations of the Technical / Standardized Committee appointed by the Sindh Bank within <u>04-06</u> weeks from the date of receipt of the Purchase Order.
- 3. The Sindh Bank will have the option to enforce the performance bond on happening of any one or all of the following events.
 - a. If the "M/s. IBL-Unisys (Pvt) Limited" fails to deliver the Goods as per the agreed Schedule.
 - b. If the "M/s. IBL-Unisys (Pvt) Limited" fails to get the Goods inspected by the Technical Committee.
 - c. If the Goods supplied by the "M/s. IBL-Unisys (Pvt) Limited" fails to perform as per Sindh Banks requirement.

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

- **4.** The "M/s. IBL-Unisys (Pvt) Limited" is obliged and bound to replace any, or all parts broken or damaged in transit at his own cost and risk and shall deliver all the equipments in good and sound condition.
- 5. The maintenance contract will be for one year period, and subsequently can be extended for further three years on mutual consent.
- 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. IBL-Unisys (Pvt) Limited" site. In case, however, any portion of the equipment is required to be shifted to "M/s. IBL-Unisys (Pvt) Limited' site, "M/s. IBL-Unisys (Pvt) Limited" will provide equivalent backup during the warranty period.
- 7. "M/s. IBL-Unisys (Pvt) Limited" 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 "M/s. IBL-Unisys (Pvt) Limited" will provide backup equipment of the same product or better till the resolution of the fault, without any extra cost to the Sindh Bank. The "M/s. IBL-Unisys (Pvt) Limited" will provide 12 Month Principal Back Warranty to cover Advance Hardware Replacement, 24x7 Technical Assistance, Software Updates & Patches & Support.
- 8. The "M/s. IBL-Unisys (Pvt) Limited" also undertakes to bear all kinds of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax and all other incidental charges, etc, up to the place of destination.

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- 9. The Sindh Bank reserves the right to Test/Check the equipment to ensure that it is provided as per the specification in the tender document. For any discrepancies, Sindh Bank reserve the right to forfeit the full security deposit/ cancel the order for the supply and bring the "M/s. IBL-Unisys (Pvt) Limited" on a blacklist of Sindh Bank forever. The decision of the Sindh Bank shall be final and binding upon the "M/s. IBL-Unisys (Pvt) Limited".
- 10. In the event of a default on the part of the "M/s. IBL-Unisys (Pvt) Limited", 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. IBL-Unisys (Pvt) Limited" and the decision of the Sindh Bank will be the final and legally binding on the "M/s. IBL-Unisys (Pvt) Limited".
- 11. Proportionate payments against the supply of equipment will be made within Thirty days from the warranty extension date.
- 12. Delivery will be made by the "M/s. IBL-Unisys (Pvt) Limited" at different locations prescribed by 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.5,000/- per day may be charged by Sindh Bank from M/s. IBL-Unisys (Pvt) Limited.
- **14.** The term of this agreement shall be for the period of 01 year, commencing from the date of signing of this agreement. Extendable every year after the mutual written consent of Parties.

15. Confidentiality:

1. Confidential Information

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

- 2. Except with the prior written consent of the Bank, M/s. IBL-Unisys (Pvt) Limited and its Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall M/s. IBL-Unisys (Pvt) Limited and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3. M/s. IBL-Unisys (Pvt) Limited __acknowledges that the SINDH BANK is under strict confidentiality obligations with regard to all the information and affairs of its customers. Therefore M/s. IBL-Unisys (Pvt) Limited, shall not disclose any data, information, or other affairs of SINDH BANK's customers which may come to the knowledge of M/s. IBL-Unisys (Pvt) Limited in providing the above services. M/s. IBL-Unisys (Pvt) Limited undertakes to obtain from its employees involved in the Services to provide written undertakings to maintain the confidentiality obligations of Sindh Bank under this Agreement.
- 4. In the event of a breach of this clause, M/s. IBL-Unisys (Pvt) Limited shall be liable to pay damages to the SINDH BANK and indemnifies against any injury arising out of any breach of this agreement by the SINDH BANK.

This clause shall also survive after termination of this Agreement.

16. INDEMNIFICATION.

M/s. IBL-Unisys (Pvt) Limited (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SINDH BANK and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).

This clause shall also survive the termination of this Agreement.

17. Ensuring Access to SBP:

M/s. IBL-Unisys (Pvt) Limited and SINDH BANK will ensure that the State Bank of Pakistan is provided with necessary access to the documentation and records in relation to the outsourced activities and the right to conduct on-site to M/s. IBL-Unisys (Pvt) Limited, if required.

18. Termination of Agreement by the Sindh Bank:

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

19. 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. IBL-Unisys (Pvt) Limited" may be taken or executed by the authorized officials.

20. 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.

21. Conflict of Interest:

The "M/s. IBL-Unisys (Pvt) Limited" shall hold the Sindh Bank's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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22. Anti-Money Laundering Requirement:

"M/s. IBL-Unisys (Pvt) Limited" acknowledge that they do not violate any statutory/prudential requirement on anti-money laundering or record-keeping procedure as per existing laws/rules and regulations of locals as well as foreign jurisdiction.

23. Governing Law Jurisdiction:

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

24. Force Measure:

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

25. Settlement of Disputes:

- 1. The Parties agree that the avoidance or early resolution of disputes is crucial for smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- 2. If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. The venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

26. Obligation of the Contractor:

- 1. The M/s. IBL-Unisys (Pvt) Limited shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The M/s. IBL-Unisys (Pvt) Limited shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank's legitimate interests in any dealing with Sub-Suppliers or third Parties.
- 2. If the obligation of the warranty period is not met or delayed, the repair, etc. requirement on this account will be carried out by the Sindh Bank & the billed amount will be deducted from the performance security/ upcoming payment due to M/s. IBL-Unisys (Pvt) Limited. Risk & subsequent cost to this effect if any will be the liability of the "M/s. IBL-Unisys (Pvt) Limited" and any subsequent expenses on the equipment will also be borne by the M/s. IBL-Unisys (Pvt) Limited.

27. 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.

28. Taxes and Duties:

The "M/s. IBL-Unisys (Pvt) Limited" and its Personnel shall be liable to pay such direct or indirect taxes duties, fees, and other impositions levied under the Applicable Laws, the amount of which deemed to have been included in Contract Price.

29. Support Escalation Matrix:

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

LEVEL-1	Name/Designation (support staff)	Mr. Saeed Ahmed (Manager TSS)
First complain if the call is not used and Unithin	Landline Phone	-
First complain if the call is not resolved "within specified response time" (24 hours)	Email	saeed.ahmed@ibl- unisys.com
(24 nours)	Cell	0300-8231369
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Mr. Wajahat Hussain (Head of Sales - South)
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	Wajahat.hussain@ibl- unisys.com
	Cell	0300-0206318
LEVEL-3	Name/Designation (CEO of the firm)	Mr. Muhammad Ali Qureshi (CEO)
Third complain, if the call is attended within	Landline Phone	-
"Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Email	muhammad.ali@ibl- unisys.com
	Cell	0300-4007776

30. SCOPE WORK / TECHNICAL SPECIFICATION

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

Sindh Bank desires to engage partners of the DELL equipment manufacturers to provide maintenance and support (including Parts & Labour) for 14 Dell Servers and switches installed at Sindh Bank Karachi and Lahore data centres, as per the details given in this document and specification mentioned below.

S.No	Model	Service Tag
1	Dell Power Edge R740	G41VB33
2	Dell Power Edge R740	F41VB33
3	Dell Power Edge R740 xd	D41VB33
4	Dell Power Edge R740 xd	C41VB33
5	Dell Power Edge R740 xd	941VB33
6	Dell Power Edge R740 xd	B41VB33
7	Dell Power Edge AX740xd	841VB33
8	Dell Power Edge AX740xd	541VB33
9	Dell Power Edge AX740xd	641VB33
10	Dell Power Edge AX740xd	741VB33
11	Power Switch S5224F-ON	D5DQY03
12	Power Switch S5224F-ON	B25RY03
13	Power Switch S5224F-ON	FWNPY03
14	Power Switch S5224F-ON	DWNPY03

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

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

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

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

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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 a yearly basis and shall be made in PAK rupees.

(PV)

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

M/s. IBL-Unisys (Pvt) Limited Registered Address: Office:2nd Floor, One IBL Center, Plot No 1 Block 7 & 8, DMCHS, Shahrah-e-Faisal Rd, Karachi

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

Name: 1/2/2024 Name: 1/2/2024 Name: 1/2/2024	Name: SYED ATA HUSSAIN SYP Head Information Technology SINDH BANK LIMITED Head Office, Karaehi. Signature: Title: Date:
Witness:	Witness:
Name: MUSTAFA ZAFAR	Name: MUHAMMAD KHALID
CNIC: 42301-6864037-1	CNIC: 41304-1254676-5
Signature: MANAGER-SOUTH	Signature:
Title: STUCS MANYAGER - SOUTH	Title: VIP-II



SNDB/COK/ADMIN/TD/1347/2024

Date:- 11-01-2024

OFFICE ORDER

SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

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

1. Maintenance & Support Services of Dell Servers.

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

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

Farhan A Siddiqui AVP-I/Admin Division

Ather Igbal VP-II/Admin Division S. Zeeshan ul Haq SVP/IT Division

Members - Procurement Committee

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

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

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

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

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

Signature

President/CEO

WEB

IBL-Unisys (Pvt) Limited An IBL Group Company

Dated: 06, Jan 2024

To,

Head of Administration Division SINDH BANK LIMITED HEAD OFFICE Basement-2 Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi 75600

Subject: <u>Tender Ref #: SNDB/HO/ADMIN/TD/1347/2023 Maintenance and Support Services of Dell Servers</u>

Dear Sir,

With reference to subject Tender, which was opened on 26th October 2023, we hereby extend the bid validity to a further 90 days.

Keeping in view of the unusual increase in US\$ conversion rate, you are requested to kindly finalize the Purchase Order ASAP.

Looking forward to your usual cooperation.

Thanking You,

Best Regards,

Mustafa Zafar

Sales Manager - South

IBL-Unisys (Pvt) Limited

9. INTEGRITY PACT

Annexure "D"

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

[IBL-Unisys (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, [IBL-Unisys (Pvt) Ltd] 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.

[IBL-Unisys (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. [IBL-Unisys (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, [IBL-Unisys (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 [IBL-Unisys (Pvt) Ltd] 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

[IBL-Unisys (Pvt) Ltd]

Signature:

Name: Mustafa Zafar

NIC No: 42301-6864037-1