

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH BANK LTD
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Acquiring Of Email and Web Services
- 4) TENDER NUMBER SNDB/COK/ADMIN/TD/444/2014
- 5) BRIEF DESCRIPTION OF CONTRACT Acquiring Of Email and Web Services
- 6) FORUM THAT APPROVED THE SCHEME Procurement Committee
- 7) TENDER ESTIMATED VALUE 1,000,000
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) One year
- 10) TENDER OPENED ON (DATE & TIME) Technical(01/04/2014at17:00)Financial(01/04/2014 17:00)
- 11) NUMBER OF TENDER DOCUMENTS SOLD 01
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 01
- 14) BID EVALUATION REPORT
(Enclose a copy) 14 April, 2014 (Sindh Bank Website)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Cyber Internet Services (Pvt)Ltd
*A-904, 9th floor
Lakson, Syner Building No3
Sardar Shah Road
Khi,*
- 16) CONTRACT AWARD PRICE 990,000/- per annum
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). M/s Cyber Internet Services (Pvt)Ltd

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

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

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	SPPRA S.NO.19376
No	

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

Yes	
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31)

ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

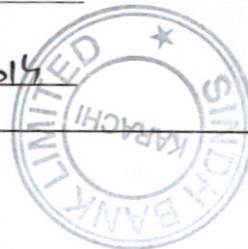
38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	

39) Date of Award of Contract: 15/05/2014

Signature & Official Stamp of
Authorized Officer

M. R. Khan
15/5/2014



FOR OFFICE USE ONLY

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

Print

Save

Reset

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



Tender Ref No.SNDB/COK/ADMIN/TD/444/2014

Date: 15/05/2014

M/s Cyber Internet Services (Pvt) Ltd,
A-904,9th Floor,
Lakson Square ,Building No.3,
Sarwar Shaheed Road,
Karachi.

Subject: Contract Award- for Acquiring of E-MAIL and Web Services

The management of Sindh Bank Ltd is pleased to award the subject contract to M/s Cyber Internet Services (Pvt) Ltd.

Please acknowledge.

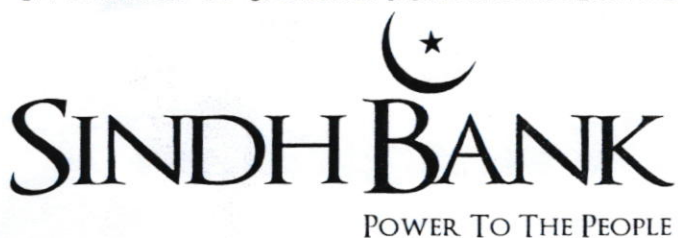
Sincerely,

M. Rashid
15/5/2014

Muhammad Rashid Memon
Acting VP/I.T.Division

Received
Xerox
15/5/14

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



May 15th, 2014

M/s Cyber Internet Services (Pvt) Ltd,
A-904, 9th Floor,
Lakson Square, Building No.3,
Sarwar Shaheed Road,
Karachi.

Subject: **Purchase Order for Acquiring of E-MAIL and Web Services**

Dear Sir,

With reference to the Tender Bid SNDB/COK/ADMIN/TD/444/2014 dated 01/04/2014 for **Acquiring of E-Mail and Web Services** 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.

Kindly proceed as per tender document to deploy **E-Mail and Web Services** at Head Office, Sindh Bank Ltd. ,as per following detail.

S.No	Product	Quantity	Total Price (PKR)
1	Windows RC-4G For Email Hosting 4 x Core Processor - 4GB RAM Windows Server 2008 DC Edition 50GB OS Disk	1.00	-
2	Plesk Hosting Panel - 10 Domains Parallels Plesk Hosting Panel - 10 Domains License	1.00	-
3	Capacity Enhanced Storage	300.00 GB	-
4	Network Volume Network IO per month - shared across all instances	200.00 GB	-
5	MailEnable Professional Edition - 1 year advance Mail Enable Professional Edition - 1 year Advance	1.00	-
6	IP Address Public IP Address	3.00	-
7	Email Gateway Services FOR SSL/TLS Enforcement RC-2G Linux Server - 50GB PE Storage for Mail Store - AV/Antispam - 100GB monthly traffic -	2.00	-

Page 1 of 2

M. R. Khan

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



S.No	POWER TO THE PEOPLE Product	Quantity	Total Price (PKR)
8	20 MBPS Data Link on Cyber ION fiber For connectivity From Customer HO to Cyber Internet Services (Pvt) Ltd,	20	
9	1 x SSL Wildcard certified for SSL/TLS ENFORCEMENT	1	
	Total per month including all taxes		82,500/-
	GRAND TOTAL PER ANUM INCLDING ALL TAXES		990,000

Thank you,

M. Rashid
15/5/2014

Muhammad Rashid Memon
Acting VP/I. T. Division

Anis Iqbal
Anis Iqbal
EVP/I. T. Head

*Received
15/5/14*

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



Tender Ref No.SNDB/COK/ADMIN/TD/444/2014

Date: 15/05/2014

M/s Cyber Internet Services (Pvt) Ltd,
A-904,9th Floor,
Lakson Square ,Building No.3,
Sarwar Shaheed Road,
Karachi.

Subject: Contract Award- for Acquiring of E-MAIL and Web Services

The management of Sindh Bank Ltd is pleased to award the subject contract to M/s Cyber Internet Services (Pvt) Ltd.

Please acknowledge.

Sincerely,

Muhammad Rashid Memon
Acting VP/I.T.Division

Hosting Agreement:

1. Definitions.

- 1.1 "Sindh Bank" means the persons, entity or agents and authorized representatives accepting this agreement.
- 1.2 "Content(s)" means all text, pictures, sound, graphics, video, links, and other data stored by Sindh Bank on CYBERNET server computers.
- 1.3 "Website" means pages presenting the Content(s) stored by Sindh Bank on CYBERNET server computers.
- 1.4 "User" means users of Sindh Bank's Website.
"User Content" means all text, pictures, sound, graphics, video, links, and other data stored by Users on CYBERNET server computers.
- 1.5 "Confidential Information" means information that Sindh Bank takes reasonable steps to maintain in confidence and identifies in writing to CYBERNET as confidential.

2. Web Hosting.

2.1 Hosting.

CYBERNET will provide CLOUD SERVER/SERVICES, as specified in Exhibit A, with an Internet address for storage and access of Content, User Content, and the Website. The Website, Content, and User Content(s) must be "server-ready." CYBERNET will provide bandwidth and storage as specified in Exhibit A. If Sindh Bank requires additional bandwidth or storage, CYBERNET will negotiate in good faith to amend this Agreement unless CYBERNET server computers cannot accommodate the requested bandwidth or storage.

2.2 Website Backup.

CYBERNET will back up the Website on the request of Sindh Bank in a commercially reasonable manner. However, CYBERNET is not responsible for lost Content(s) or lost User Content. Website backups will be stored by CYBERNET for no longer than 60 days. CYBERNET will provide, at Sindh Bank's expense, an electronic copy of the backup Website to Sindh Bank upon written request by Sindh Bank. Backups are intended for disaster recovery, not the restoration of individual files. *60 days*

2.3 Server Logs.

As requested by Sindh Bank, CYBERNET will deliver to Sindh Bank an electronic form of server Log of Website activity. Sindh Bank will be entitled to one month of log storage free of charge or as available on the server. CYBERNET may, at its option, charge a fee to Sindh Bank for additional space required to store over sized logs.

With the CLOUD SERVER/SERVICES plan, Sindh Bank has given root access to the server, so Sindh Bank has access to check server logs. Furthermore, in-case Sindh Bank delete any log from server, that particular log will not be recovered by Cybernet. *recovery*

2.4 Standards.

CYBERNET's services will conform to the following:

2.4.1 Availability of Website.

CYBERNET will provide hosting services for the Website / servers that meet 99.5%) a reasonable commercial standard for, among other matters, packet loss, accessibility, latency, availability, and throughput.

2.4.2 Root Access.

Sindh Bank has full root access of CLOUD SERVER/SERVICES, Cybernet will not be responsible in case of any content(s) / data / Log deletion from Sindh Bank end.

Sindh Bank's Initial: *huc*

Cybernet's Initial: *[Signature]*

2.4.3 - Security.

CYBERNET will take steps to prevent unauthorized access to the Website, Content, User Content, and Confidential Information stored on CYBERNET server computers.

2.4.4 - Server/Network Computer Outages.

CYBERNET will employ best efforts in providing advance notice to Sindh Bank of scheduled server computer/network outages.

2.4.5 - Disclaimers.

CYBERNET provides no equipment, software, or communication connections to Sindh Bank. CYBERNET makes no representations, warranties or assurances that the Sindh Bank's equipment, software, and communication connections will be compatible with CYBERNET hardware and service.

3. Ownership of Content.

All Content(s) and User Content(s) stored by Sindh Bank on CYBERNET server computers shall at all time remain the property of Sindh Bank. Sindh Bank grants to CYBERNET a non-exclusive, worldwide license to the Content(s) and User Content(s) only to the extent necessary for CYBERNET to host the Website.

4. Content(s) Control.

4.1 Lawful Purpose.

Sindh Bank will only use CYBERNET hardware and services for lawful purposes and Sindh Bank will not store or provide any Content(s) or User Content(s) or link to any material that violates foreign, federal, state or local law, the Terms of Service of Exhibit B and any modifications thereof, CYBERNET posted Acceptable Use Policy, or any other CYBERNET policy.

4.2 Remedy for Violation.

Should CYBERNET become aware that Sindh Bank has violated Part 4.1, CYBERNET may, at its discretion, remove the Content(s) or User Content(s) in violation, immediately terminate hosting Sindh Bank's Website under Part 6.3, and/or notify authorities. If hosting is terminated, CYBERNET may, in its sole discretion, reinstate hosting upon adequate showing of Sindh Bank's right to use the Content(s) or User Content.

5. Payments.

Fees.

Sindh Bank shall pay fees agreed upon during account signup. CYBERNET will invoice half yearly in advance for email server/services and yearly in advance for security server/services (unless otherwise agreed in writing), and payment is due seven (7) days from due date. In the case of credit card payments CYBERNET will automatically charge Sindh Bank Credit Card on file all fees associated with the account on the due date.

5.3 Account Updates.

It is the responsibility of the Sindh Bank to maintain accurate billing information with CYBERNET. This may include updated credit card information, email address and mailing address.

5.4 Taxes.

All applicable taxes will deduct by Sindh bank from the above mentioned prices in invoices provided by CYBERNET.

Sindh Bank's Initial: *huc*

Cybernet's Initial: *huc*



6. Term of Termination.

6.1 Term.

The initial term is agreed upon during account signup. After the initial term, this Agreement will automatically renew on a month/quarterly/yearly basis until terminated.

6.2 Termination by Sindh Bank.

During the initial term, Sindh Bank may terminate this Agreement upon the material breach of CYBERNET, if such material breach remains uncured for thirty (30) days following written notice to CYBERNET. This cure period shall be extended by delay caused by events beyond the control of CYBERNET including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of CYBERNET, or technical faults of CYBERNET service providers or Cybernets. After the initial term, Sindh Bank may terminate this Agreement upon fourteen (14) days prior written notice to CYBERNET.

6.3 Termination by CYBERNET.

CYBERNET may terminate this Agreement without cause at any time upon thirty (30) days prior written notice to Sindh Bank and will return the advance payment of unexpired period.

6.4 Penalty

CYBERNET must provide 99.9% service availability, in case of downtime/outage/link issue/server issue, then Sindh Bank will be entitled to charge the penalty at the following rates with following considerations

a. Penalty Rates:

- Equal or more than 6 hours and less than 12 hours = 1 day amount deducted
- Equal or more than 12 hours and less than 18 hours = 3 days amount deducted
- Equal or more than 18 hours and less than 24 hours = 1 week amount deducted
- Equal or more than 24 hours = 1 month amount deducted

Network & Server Uptime Guarantee

- Cybernet will ensure 99.5% uptime guarantee which covers the availability of all servers as well as all network components.
- Cybernet guarantees that their data center network will be available 99.5% of the time and there will be no network interruption from their network backbone to their upstream providers at any time in a given month.

Cybernet guarantee excludes the following situations:

- i. Scheduled maintenance time.
- ii. Problems outside of their network.
- iii. Interruptions or failure of individual client services/accounts caused by the client's: employees/customers,
- iv. Configuration errors, 3rd party software errors, client abuse or excessive utilization of resources.
- v. Malicious activities such as Denial of Services attack.

Sindh Bank's Initial: *hwa*

Cybernet's Initial: *[Signature]*



Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month. All non-scheduled downtime or outages are tracked via our Server & Network.

7. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEB REFINEMENTS, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, CYBERNETS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH WEB REFINEMENTS HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INGRIMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnity.

The parties shall indemnify each other against any third party claim, action, suit or proceeding arising as a result of Sindh Banker's use CYBERNET hardware or services and will cover all losses, damages, expenses, and costs incurred by parties as a result of a final judgment entered against each party in any such claim, action, suit or proceeding.

9. General Provisions.

10.1 Governing Law.

This Agreement will be governed and construed in accordance with the laws of Pakistan. Both parties agree to submit to personal jurisdiction Karachi, Pakistan, and further agree that any cause of action or dispute arising under this Agreement will be litigated or arbitrated in Karachi, Pakistan.

9.1 Severability and Waiver.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining Provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

9.2 Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

CYBERNET is a registered company incorporated under companies act 1984 under laws of Pakistan with its registered head office located at

10. Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between **M/s Cybernet** with its principal offices at A-6, Kehkeshan Square, Block-5, Clifton, Karachi, Pakistan ("Disclosing Party") and **M/s Sindh Bank Limited** located at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

Sindh Bank's Initial: _____ *lms*

Cybernet's Initial: _____ *[Signature]*



Cybernet's Initial:

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Exhibit A

REQUIREMENTS:

1) HARDWARE SPECIFICATIONS.

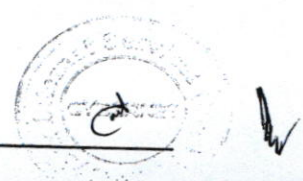
- I. Managed Email Server / Service should be in Pakistan
- II. Storage should be 300GB or above and should be scalable for future enhancements
- III. Disk Protection: RAID 10 or better
- IV. CPU should be minimum 4 Cores dedicated and should be scalable for future enhancements
- V. Memory of the server should be minimum 4GB dedicated and should be scalable for future enhancements
- VI. Network Port: 1 Gbps
- VII. Monthly Network Traffic: UNLIMITED
- VIII. Internet traffic rate should be 20 Mbps CIR or above
- IX. Service provider should provide minimum 10Mbps dedicated fiber optics link between Sindh Bank and Service Provider's DATA Center / Email Server to avoid slow communication between Sindh Bank users and Email Server.

2) FEATURES

- I. Service provider will be responsible for installing and configuring the Operating System of the email server along with appropriate email server along with any other software required, to provide the best possible service.
- II. Service provider will be responsible for DATA migration/transfer the current Email DATA of Sindh Bank from current email server which is Exim 4.82 running on Cent Os 6.5 to the new Email Server. (The bank will provide the root access of the same)
- III. The service provider will be responsible for all the administration / maintenance of the Managed Email Service.
- IV. The email service must be provided on guaranteed 99.9% uptime (The uptime will be calculated on monthly basis. If the email service is down for any amount of time which breaches the 99.9% uptime. The Bank will enforce penalty, mentioned in Terms & Conditions / SLA.
- V. The service provider must provide appropriate administrative panel to Sindh Bank for management of email accounts, forwarders, group email accounts, auto responders etc.
- VI. The email server must have following
 - Unlimited number of email accounts
 - Unlimited number of FTP accounts
 - Unlimited number of sub domains
 - Unlimited attachment size with the ability to limit the email attachments size to bank's desire.
- VII. Automatic Disclaimer as required by Sindh Bank must be attached to every outgoing email
- VIII. Service provider must provide a control to stop specific users from sending emails outside of Sindh Bank domain.
- IX. Service provider must maintain and provide customize logs (GUI View) of each user up to 1 month
- X. Service provider must provide root access of the email server to Sindh Bank.
- XI. Service provider must provide entire backup of email server along with DATA when Sindh Bank demands.

Sindh Bank's Initial: *luc*

Cybernet's Initial: *[Signature]*



TLS ENFORCEMENT IMPLEMENTATION & SUPPORT

- I. Service provider must install appropriate SSL/TLS certificate on the server that is compatible with the TLS certificate of State Bank of Pakistan.
- II. Service provider must implement SSL/TLS enforcement policies on the email server.
- III. Service provider must provide all related support for TLS enforcement policy.
- IV. Service provider must provide administrative panel with the ability to add specific domains for TLS enforcement policy, both inbound and outbound.
- V. Service provider must be responsible for implementing and testing of TLS enforcement with State Bank of Pakistan and other Financial Institutions.

GENERAL REQUIREMENTS

- I. Service provider must have appropriate software / hardware devices of Firewalls, Intrusion prevention and detection System and make sure all the email traffic is passing through these devices and not only detect any intrusion but also take appropriate action to prevent the intrusion.
- II. Service provider will be responsible for time to time system optimization and performance tuning.
- III. Service provider should have 24 hours / 7 days system monitoring and provide support to Sindh Bank.
- IV. Service provider should provide proper escalations matrix, containing contact information and email addresses.
- V. Service provider will be responsible of controlling regular vulnerability / spam scans / viruses etc. and take appropriate steps to avoid / quarantine / eliminate these vulnerabilities / spam(s).
- VI. Service provider shall update the Operating System / Email server with latest security patches and updates without any extra cost to Sindh Bank.
- VII. Service provider will be responsible to provide System Performance report to Sindh Bank fourth nightly and any other reports that Sindh Bank require on demand.

Sindh Bank's Initial: _____

Cybernet's Initial: _____

Exhibit B

Terms of Service

1. CYBERNET may only be used for lawful purposes. Sindh Bank will not store or provide any Content(s) or User Content(s) that: (a) violates any federal, state, or local law, statute, ordinance, or regulation (including, without limitation, export control, consumer fraud, unfair competition, anti-discrimination, gambling, or false advertising laws); (b) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (c) is obscene, child pornographic, or indecent; (d) violates any third party's right of publicity or right of privacy; or (e) contains any IRC application, bots, egg drops, viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. Sindh Bank will not store or provide any Content(s) or User Content, practice any software or business methods, or use a domain name that infringes any party's Intellectual Property. "Intellectual Property" means any and all property rights under copyright, moral right, trademark, patent, trade secret, or right of publicity law, or any other rights in works of authorship, inventions, designations of source, persona, or economically valuable information.
3. CYBERNET exercises no control over the Content, User Content, or other information passing through CYBERNET LIMITED.
4. CYBERNET does not monitor and is not obligated to monitor the Content(s) and User Content(s) and has not been informed by Sindh Bank of the Content, User Content, or nature of the Content(s) on Sindh Bank's Website.

Exhibit C

Acceptable Use Policy

Sindh Bank shall not do any of the following, or permit any third party under its control (including its customers and their authorized users) to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

1. Restrict or inhibit any other user from using and enjoying the Service and/or the Internet; or
2. Upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or
3. Use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or
4. Host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason; or
5. Post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "for sale" or

Sindh Bank's Initial: lue

Cybernet's Initial: 2

6. Post to any USENET Newsgroup or other newsgroups, forum, email mailing list or similar group or list articles which are off-topic according to the charter or other public statement of the group; or
7. Use our servers to hosting pornographic content.
8. Send Unsolicited Commercial E-mail (UCE , also known as SPAM) to any number of e-mail users or
9. Maintain, or send e-mail to, "opt-in targeted marketing lists" if the Sindh Bank cannot demonstrate, to CYBERNET satisfaction, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s); or
10. Engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.; or
11. Engage in any of the foregoing activities using the service of another provider, but channeling such activities through a CYBERNET account or remailer, or using a CYBERNET account as a mail drop for responses to UCE, or hosting a website that is advertised via UCE that originates from a non-CYBERNET LIMITED-connected source, or otherwise requiring return transit through CYBERNET internet backbone; or
12. Falsify or "spoof" user information provided to CYBERNET or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users; or
13. Use the Service in violation or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above.

Further, if Sindh Bank is notified by CYBERNET Abuse Response Team, via e-mail or the Sindh Bank discovers on their own or through any other means, that the Sindh Bank themselves or any third party under Sindh Banks control of a violation of this AUP, the Sindh Bank will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending entity.

The Sindh Bank will respond to all violations reported within 1 (one) business day of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

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

Signature _____

Name _____

Designation _____

Company Name _____

Address _____

Stamp _____

ANIS IQBAL
EVP/Head of Information Technology
SINDH BANK LIMITED
Head Office, Karachi

Signature _____

Name: **Danish A. Lakhani**

Designation: Chief Executive Officer

Company Name: **Cyber Internet Services (Pvt.) Limited**

Address: A-904, 9th Floor, Lakson Square Building No. 3, Sarwar Shaheed Road, Karachi

Stamp _____



Date: 03-04

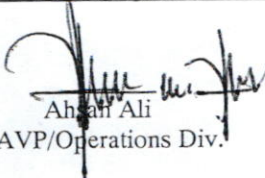
Technical & Financial Evaluation Report
Acquiring of E-Mail and Web Hosting Services

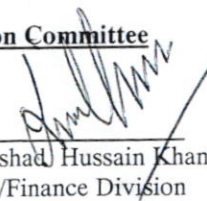
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/444/2014
3	Tender Description	Acquiring of E-mail & Web Hosting Services
4	Method of Procurement	Single Stage Single Envelop Bidding Procedure
5	Tender Published	SPPRA S No.19376
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	01/04/2014
9	Financial Bid Opening Date	01/04/2014
10	No of Bid Technically Qualified	1
11	Bid(s) Rejected	0

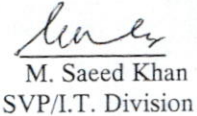
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.1,000,000)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
	M/s Cyber Internet Services (Pvt) Ltd	Rs.990,000/ per annum	Qualified Bidder	Rs.10,000/- below with the estimated cost	Accepted being the Qualified bidder and also in terms of SPPRA, R-48	

Note: * As M/s Cyber Internet Services (Pvt) Ltd is selected for Acquiring of E-MAIL and Web Hosting services to Sindh Bank Ltd being the qualified bidder.

Members Signatures – Pre & Post Evaluation Committee


Ahsan Ali
AVP/Operations Div.


Dilshad Hussain Khan
VP/Finance Division


M. Saeed Khan
SVP/I.T. Division

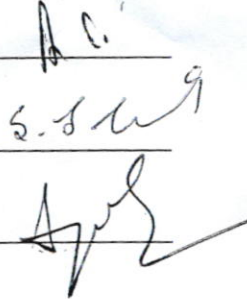
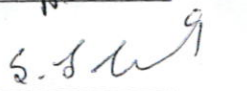
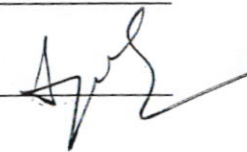
Members – Procurement Committee

(Anis Iqbal)
Head of I. T. Division

(Saeed Jamal Tariq)
Chief Financial Officer

(Syed Muhammad Aqeel)
Chief Manager (IDBL) Karachi

Signature

Tender Name: Acquiring Of Email & Web Hosting Services

IZS

TO 31-03-2014

TIME 16:00 (4:00).

3 SCOPE OF WORK / TECHNICAL SPECIFICATION

As per instruction from State Bank of Pakistan via their circular BPRD no 05, all the banks and Financial Institutions are required to implement TLS security on their email gateway with Enforcement mode.

To implement TLS security with enforcement mode, Sindh Bank requires procuring of Managed Email Service and Web Hosting with following specifications.

REQUIREMENTS:

1) HARDWARE SPECIFICATIONS.

- I. Managed Email Server / Service should be in Pakistan
- II. Storage should be 300GB or above and should be scalable for future enhancements
- III. Disk Protection: RAID 10 or better
- IV. CPU should be minimum 4 Cores dedicated and should be scalable for future enhancements
- V. Memory of the server should be minimum 4GB dedicated and should be scalable for future enhancements
- VI. Network Port: 1 Gbps
- VII. Monthly Network Traffic: UNLIMITED
- VIII. Internet traffic rate should be 20 Mbps CIR or above
- IX. Service provider should provide minimum 10Mbps dedicated fiber optics link between Sindh Bank and Service Provider's DATA Center / Email Server to avoid slow communication between Sindh Bank users and Email Server.

2) FEATURES

- I. Service provider will be responsible for installing and configuring the Operating System of the email server along with appropriate email server along with any other software required, to provide the best possible service.
- II. Service provider will be responsible for DATA migration/transfer the current Email DATA of Sindh Bank from current email server which is Exim 4.82 running on Cent Os 6.5 to the new Email Server. (The bank will provide the root access of the same)
- III. The service provider will be responsible for all the administration / maintenance of the Managed Email Service.
- IV. The email service must be provided on guaranteed 99.9% uptime (The uptime will be calculated on monthly basis. If the email service is down for any amount of time which breaches the 99.9% uptime. The Bank will enforce penalty, mentioned in Terms & Conditions / SLA.

- V. The service provider must provide appropriate administrative panel to Sindh Bank for management of email accounts, forwarders, group email accounts, auto responders etc.
- VI. The email server must have following
- Unlimited number of email accounts
 - Unlimited number of FTP accounts
 - Unlimited number of sub domains
 - Unlimited attachment size with the ability to limit the email attachments size to bank's desire.
- VII. Automatic Disclaimer as required by Sindh Bank must be attached to every outgoing email
- VIII. Service provider must provide a control to stop specific users from sending emails outside of Sindh Bank domain.
- IX. Service provider must maintain and provide customize logs (GUI View) of each user up to 1 month
- X. Service provider must provide root access of the email server to Sindh Bank.
- XI. Service provider must provide entire backup of email server along with DATA when Sindh Bank demands.

TLS ENFORCEMENT IMPLEMENTATION & SUPPORT

- I. Service provider must install appropriate SSL/TLS certificate on the server that is compatible with the TLS certificate of State Bank of Pakistan.
- II. Service provider must implement SSL/TLS enforcement policies on the email server.
- III. Service provider must provide all related support for TLS enforcement policy.
- IV. Service provider must provide administrative panel with the ability to add specific domains for TLS enforcement policy, both inbound and outbound.
- V. Service provider must be responsible for implementing and testing of TLS enforcement with State Bank of Pakistan and other Financial Institutions.

GENERAL REQUIREMENTS

- I. Service provider must have appropriate software / hardware devices of Firewalls, Intrusion prevention and detection System and make sure all the email traffic is passing through these devices and not only detect any intrusion but also take appropriate action to prevent the intrusion.
- II. Service provider will be responsible for time to time system optimization and performance tuning.
- III. Service provider should have 24 hours / 7 days system monitoring and provide support to Sindh Bank.

- IV. Service provider should provide proper escalations matrix, containing contact information and email addresses.
- V. Service provider will be responsible of controlling regular vulnerability / spam scans / viruses etc. and take appropriate steps to avoid / quarantine / eliminate these vulnerabilities / spam(s).
- VI. Service provider shall update the Operating System / Email server with latest security patches and updates without any extra cost to Sindh Bank.
- VII. Service provider will be responsible to provide System Performance report to Sindh Bank fourth nightly and any other reports that Sindh Bank require on demand.

Terms And Conditions:

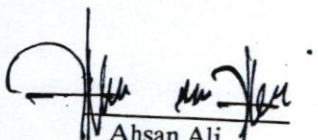
- The service provider must agree with all the clauses in Service Level Agreement, attached at Annexure G. kindly read all the clauses of SLA carefully before submitting the bid.

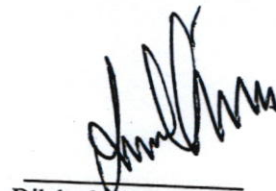
Eligibility Criteria for Acquiring E-MAIL and WEB HOSTING Services

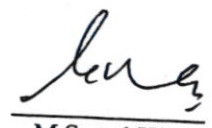
S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attached as Annexure "A")	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return (attached as Annexure "B")	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attached as Annexure "C")	Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attached as Annexure "D")	Yes	No
5	The offered services must have been supplied / provided in 02 Banks in Pakistan	Certificates from Bank (attached as Annexure "E")	Yes	No
Qualified / Disqualified				

Note

- *Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, the company will be straight away disqualified.
- Attach Affidavit on Rs.100/- stamp paper from the owner of the company, stating that the "firm has never been blacklisted by any organization in the past".


Ahsan Ali
AVP/Operations Div.


Dilshad Husain Khan
VP/Finance Division


M.Saeed Khan
SVP/I.T.Division

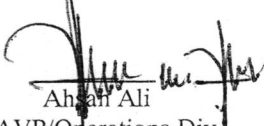
Date: 03-04

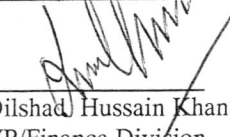
Technical & Financial Evaluation Report		
Acquiring of E-Mail and Web Hosting Services		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/444/2014
3	Tender Description	Acquiring of E-mail & Web Hosting Services
4	Method of Procurement	Single Stage Single Envelop Bidding Procedure
5	Tender Published	SPPRA S No.19376
6	Total Bid Documents Sold	01
7	Total Bids Received	01
8	Technical Bid Opening Date	01/04/2014
9	Financial Bid Opening Date	01/04/2014
10	No of Bid Technically Qualified	1
11	Bid(s) Rejected	0

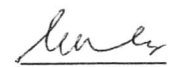
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.1,000,000)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
	M/s Cyber Internet Services (Pvt) Ltd	Rs.990,000/ per annum	Qualified Bidder	Rs.10,000/- below with the estimated cost	Accepted being the Qualified bidder	and also in terms of SPPRA, R-48

Note: * As M/s Cyber Internet Services (Pvt) Ltd is selected for Acquiring of E-MAIL and Web Hosting services to Sindh Bank Ltd being the qualified bidder.

Members Signatures – Pre & Post Evaluation Committee


Ahsan Ali
AVP/Operations Div.


Dilshad Hussain Khan
VP/Finance Division


M. Saeed Khan
SVP/I.T. Division

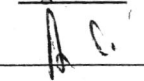
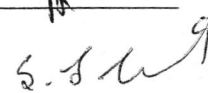
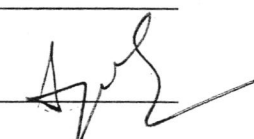
Members – Procurement Committee

(Anis Iqbal)
Head of I. T. Division

(Saeed Jamal Tariq)
Chief Financial Officer

(Syed Muhammad Aqeel)
Chief Manager (IDBL) Karachi

Signature

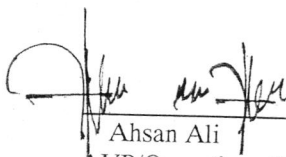
M/s Cybernet

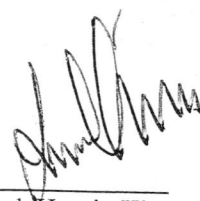
Eligibility Criteria for Acquiring E-MAIL and WEB HOSTING Services

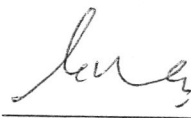
S. No.	Requisite	*Evidence required to be attached	Compliance / Proof	
1	Minimum 03 Years in business in the relevant field	Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business / NTN. (attached as Annexure "A")	Yes	No
2	Turn Over in last 3 Years	Audit Report / Tax Return (attached as Annexure "B")	Yes	No
3	Registration with Income Tax and Sales Tax	NTN & GST Certificates (attached as Annexure "C")	Yes	No
4	Office in Karachi is mandatory	Complete address along with PTCL landline numbers (attached as Annexure "D")	Yes	No
5	The offered services must have been supplied / provided in 02 Banks in Pakistan	Certificates from Bank (attached as Annexure "E")	Yes	No
Qualified / Disqualified				

Note

1. *Attachment of relevant evidence in each above requisite is mandatory. In case of non-provision of evidence in any of the requisite, the company will be straight away disqualified.
2. Attach Affidavit on Rs.100/- stamp paper from the owner of the company, stating that the "firm has never been blacklisted by any organization in the past".


Ahsan Ali
AVP/Operations Div.


Dilshad Husain Khan
VP/Finance Division


M.Saeed Khan
SVP/I.T.Division

4 FINANCIAL PROPOSAL

Tender Document- Acquiring of Email & W

PRICE SCHEDULE

(Applicable for the year 2014-2014)

Name of Bidder Cyber Internet Services Pvt Ltd

S.No	Item	Unit Cost	Quantity	Total Amount
01	Email & Web Service	—	15000 User IDs	PKR-990,000
*Total Amount				PKR-990,000/-

per annum

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

Note

- The cost must include all taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement and including delivery charges upto Head Quarter Sindh Bank, Clifton, Karachi.
- Warranty: 1 year warranty is mandatory.
- No advance payment for supply of equipment will be made, bills are only be processed for necessary payment on receipt of certificate of delivery/satisfaction from the concerned Head Office/ Branches.
- Mechanism for calculation of bid security:
5% of the Total amount will be the amount of Bid Security to be submitted along with Financial bid document in form of Pay Order/Bank Guarantee.
- Non-Submission of Earnest Money/Bid Security along with financial Proposal will result in disqualification.
- If any damages occurred while delivery of requisite, no charges will be paid by the Bank.
- Delivery: Within 1 week.

Signature & Stamp of Bidder

[Handwritten Signature]

