

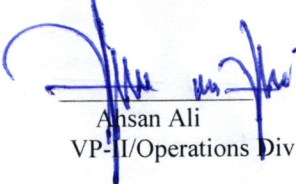
Date: 27-03-2017


<b>Technical &amp; Financial Evaluation Report</b>		
<b>Supply and Installation of Primary Communication Links</b>		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/756/2017
3	Tender Description	Supply and Installation of Primary Communication Links
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S No. 31847
6	Total Bid Documents Sold	1
7	Total Bids Received	1
8	Technical Bid Opening Date	16/03/2017
9	Financial Bid Opening Date	16/03/2017
10	No of Bid Technically Qualified	1
11	Bid(s) Rejected	0

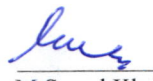
S. No.	Name of Company	Cost Offered by Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost (Rs.170,000)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s PTCL	Rs /- 121,286/- (Per Branch for 1 years)	Qualified Bidder	Rs. 48,714/- below the estimated cost	Rule 48 have been compiled	

**Note:** M/s PTCL is selected for Supply and Installation of Primary Communication Links to Sindh Bank Ltd being the qualified bidder.

**Members Signatures – Pre & Post Evaluation Committee**

  
Ansan Ali  
VP-II/Operations Div.

  
Dilshad Husain Khan  
SVP/Finance Division

  
M.Saeed Khan  
SVP/I.T.Division

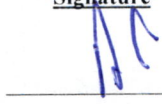
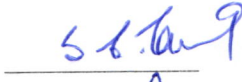

**Members – Procurement Committee**

(Anis Iqbal)  
Head of I. T. Division

(Saeed Jamal Tariq)  
Chief Financial Officer

(Syed Muhammad Aqeel)  
Chief Manager (IDBL) Karachi

**Signature**

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



27-03-2017

**Subject: Certificate**  
**Compliance of SPPRA Rule 48**  
**TENDER REF NO. SNDB/ADMIN/TD/756/2017**

This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows.

Current Market Price (Per Branch for 1 years)	Current Tender Price (Per Branch for 1 years)
Rs.158,800/- Quotation Attached	Rs.121,286/-

M. Rashid Memon  
VP/I.T. Division

**Signature –Procurement Committee Members**

Head of IT

Chief Financial Officer

Chief Manager (IDBL)



**FINANCIAL PROPOSAL**

S#	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	Mehrabpur	Rs. 40,000/-	Rs. 9900/-
2	Khipro	Rs. 40,000/-	Rs. 9900/-
3	Birani	Rs. 40,000/-	Rs. 9900/-
4	Sultanabad	Rs. 40,000/-	Rs. 9900/-
5	Village Hujra Shah Muqem	Rs. 40,000/-	Rs. 9900/-
6	Gawadar	Rs. 40,000/-	Rs. 9900/-
7	Islamkot	Rs. 40,000/-	Rs. 9900/-
8	DHA Phase 6, Lahore	Rs. 40,000/-	Rs. 9900/-
9	1-Link DR	Rs. 40,000/-	Rs. 9900/-
10	Off-Site ATM (For Future Provision)	Rs. 40,000/-	Rs. 9900/-
11	Off-Site ATM (For Future Provision)	Rs. 40,000/-	Rs. 9900/-
12	Off-Site ATM (For Future Provision)	Rs. 40,000/-	Rs. 9900/-
13	Off-Site ATM (For Future Provision)	Rs. 40,000/-	Rs. 9900/-
14	Off-Site ATM (For Future Provision)	Rs. 40,000/-	Rs. 9900/-
<b>Sub Total</b>		<b>560000</b>	<b>138,600</b>
<b>Grand Total (A+B)</b>		<b>698,600</b>	
<b>*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)</b>		<b>158,800</b>	
<b>No. Of Branches</b>		<b>158,800</b>	
		Per branch for 1 year	

  
  
 M. Shajeel Khan  
 Key Account Manager  
 Wateen Telecom Limited

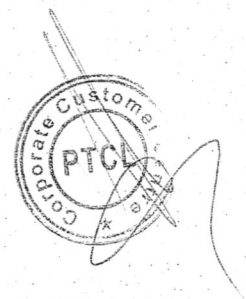


2-E-II Oberoi House  
 Gulberg III, Lahore  
 UAN: 111-999-919 Fax: +92-42-35787000  
 Email: info@wateen.com  
 Web: www.wateen.com

**Tender # SNDB/COK/ADMIN/TD/756/2017**

**“Supply & Installation of Primary  
Communication Links”**

**FINANCIAL PROPOSAL**







Pakistan Telecommunication  
Company Ltd., EVP (Business)  
South Zone, Hatim Alvi Road,  
Clifton Block-4, Karachi.  
www.ptcl.com.pk

## Annexure "B"

### BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for the supply and installation of Internet (Bandwidth) Connection

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto Sindh Bank (hereinafter called "the Purchaser") in the sum of Rupees \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2015.

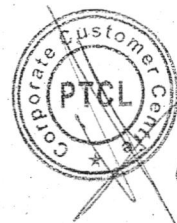
THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Sindh Bank during the period of bid validity:
  - a. fails or refuses to execute the Contract, if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

**Note: Bid Security is submitted, along with Financial Proposal, in the form of Pay Order with PO number 04872261**



# FINANCIAL PROPOSAL

## PRICE SCHEDULE

Name of Bidder: Pakistan Telecommunication Company Limited

S#	Code	Branches/Locations	Media	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0132	Mehrabpur	Radio	PKR 0	PKR 9,500
2	0434	Khipro	Radio	PKR 0	PKR 9,500
3	0435	Birani	Radio	PKR 0	PKR 9,500
4	0436	Sultanabad	Radio	PKR 0	PKR 9,500
5	0683	Village Hujra Shah Muqem	Radio	PKR 60,000	PKR 9,500
6	0706	Gawadar	BVPN DSL	PKR 0	PKR 9,500
7	0430	Islamkot	BVPN DSL	PKR 0	PKR 9,500
8	0648	DHA Phase 6, Lahore	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
9		1-Link DR	Fiber Optic	PKR 0	PKR 13,000
10		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
11		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
12		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
13		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
14		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
Sub Total				PKR 60,000	PKR 136,500
Grand Total (A+B)				PKR 196,500	
*Lowest Evaluation Cost = $\frac{\text{Sub Total 'A'} + (\text{Sub Total 'B'} \times 12)}{\text{No. of Branches}}$				<b>PKR 121,286</b>	

\*This amount will be taken as the financial bid offered by the vendor.

**SIGNATURE MEMBERS PC-IT**

Head - Fin Div. S. I. Khan

Head - IT Div. Asif

Member-IDS. Asif

Date: \_\_\_\_\_



ATTENDANCE SHEET  
 BID OPENING -

FOR SELECTION OF SUPPLY & INSTALLATION OF PRIMARY COMMUNICATION LINK

Date: 16-03-2017

S. No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
①	M/S PTCL	FAIZAN	8345 2276825		

Signature –Procurement Committee Members for IT Infrastructure

Head of IT

Chief Financial Officer

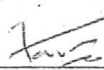
Chief Manager (IDBL)

OPENING OF BID

FINANCIAL PROPOSALS

FOR SELECTION OF SUPPLY & INSTALLATION OF PRIMARY COMMUNICATION LINK

Date: 16-03-2017

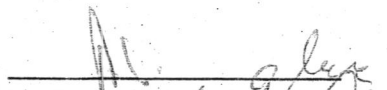
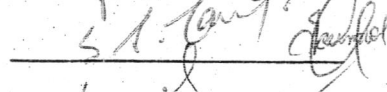
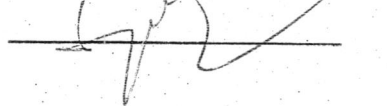
S.No	Company Name	Total Bid Offered		Signature of Company Representative	Remarks
		Announced	Evaluated		
①	M/S PIEL	Rs 121,287	per month		

Signature –Procurement Committee Members for IT Infrastructure

Head of IT

Chief Financial Officer

Chief Manager (IDBL)

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

TYPE OF PROCUREMENT: ADMIN / IT / CONSULTANT / MEDIA

ENDER NAME: SUPPLY & INSTALLATION OF ~~THE~~ PRIMARY COMMUNICATION LINK

TYPE OF TENDER: SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE / TWO STAGE-TWO ENVELOPE

OPENING DATE: 16-03-2017

OPENING TIME: 12:00

ATTENDANCE (MEMBER PC):

HEAD OF I.T. Division

CFO

Chief Manager, IDBL

	<u>NAME</u>	<u>FIRM</u>
ATTENDANCE (REPS. OF BIDDERS)	<u>Mr. Saiga</u>	<u>M/S PIEL</u>
	<u>/</u>	<u>/</u>
	<u>/</u>	<u>/</u>
	<u>/</u>	<u>/</u>
	<u>/</u>	<u>/</u>
	<u>/</u>	<u>/</u>

TOTAL BIDS ACCEPTED FOR EVALUATION: ①

TOTAL BIDS REJECTED: NIL

REMARKS: \_\_\_\_\_

SIGNATURE: M R L

DATE: \_\_\_\_\_

Members – Procurement Committee Signature	
Head of I.T	<u>[Signature]</u>
Chief Financial Office	<u>[Signature]</u>
Chief Manager, IDBL	<u>[Signature]</u>



## Eligibility/Technical Criteria

SNDB shall evaluate Technical Proposals using the following eligibility/technical criteria.

S. No.	Description	Marks	Marks Obtained	Remarks
1	Bidder must have already deployed Data Connectivity links at more than 20 cities all over Pakistan for banks only. (Attach Purchase Order as documentary proof as Annexure-1)	20	20	20 and above cities
		10		10 to 19 cities
		5		5 to 9 cities
		0		less than 5 cities
2	Bidder must have provided required connectivity to at least 5 Banks in last 3 years. (Attach Purchase Order as documentary proof as Annexure-2)	14		5 and above banks
		7	7	3 to 4 banks
		0		less than 3 banks
3	The Bidder should have Verifiable Presence/Support/Branch offices in all over Pakistan. (Attach Location Details as documentary proof as Annexure-3)	16	16	10 and above cities
		8		5 to 9 cities
		4		2 to 4 cities
		0		Only in 01 city
4	The Bidder must be in Data Connectivity Services Business for at least 05 Years. (Attach documentary proof as Annexure-4)	10	10	If Provided
		0		Not Provided
5	The Bidder must provide list of clients other than Banks to provide the Data Connectivity links in last 3 years. (Attach Purchase order as documentary proof as Annexure-5)	10	10	15 and above clients
		3		7 to 14 Clients
		0		less than 6
6	Company must have turnover of at least Rs.50-Million per year for Last 3-Years. (Attach audited financial statement for last 3 years as Annexure-6)	20	20	50 million & Above for 3 years
		10		50 million for 2 years
		5		50 million for 1 year
		0		less than 50 million last 3years
7	Bidder should have its own service medium and not relying on any other 3rd party or partner (Attach Nationwide network connectivity diagram as proof as Annexure-7)	10	10	If Provided
		0		Not Provided
<b>Total Marks</b>		<b>100</b>	<b>93</b>	<b>Qualified / Disqualified</b>

### Note

1. Qualifying marks for the bid is minimum 70% for Technical Phase.
2. SNDB has the right to ask for evidence/justification. Fail to provide evidence or false evidence will lead to disqualification.
3. Company will be considered disqualified if specification of the Communication links does not meet the specification given in the tender document.
4. If Company not active Tax payer it will consider as a disqualified (Attached Proof as Annexure-8).
5. Bidder must provide valid CVALS (Class Value Added Licensed Services) or relevant data services license from P.T.A.  
(Attach PTA Certificate as documentary proof as Annexure-9).
6. Bank reserves the right to verify all or any document at any time. In case any fake documents are found at any stage, the company will be disqualified as per SPPRA Rule 30(1) and may be subject to legal proceedings.
7. Attachment of GST & Sindh Revenue Board (SBR) certificate are mandatory at the time of submission of tender document. In case of non-provision of evidence, the company will be straight away disqualified.

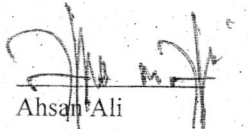
## MANDATORY

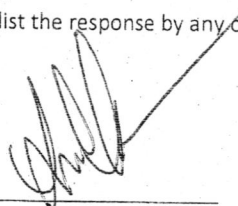
1. Attachment of Affidavit (specimen attached as Annexure "I") on stamp paper from the owner of the company.
2. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee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

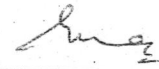
## DISQUALIFICATION

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

1. On black list of SPPRA & Sindh Bank Ltd.
2. Issued with two (2) warning letters/emails by the Sindh Bank Ltd in the past to the bidder for unsatisfactory performances.
3. Alternate bid is offered.
4. Non - Attachment of Annexure "A" (With Financial Proposal) & Annexure "B" (With Financial Proposal if Bank Guarantee is going to be submitted as Bid Security).
5. The qualified bidder sublets the contract in any form/stage to any other agency.
6. The tender is deposited without Tender Fee.
7. If during verification process of the client list the response by any of the bank is un satisfactory on account of previous performance

  
Ahsan Ali  
AVP Operations Div.

  
Dilshad Husain Khan  
SVP/Finance Div.

  
Saeed Khan  
SVP IT Div.

Dated: 21-06-2017

From	Administration Division
To	Deputy Director, SPPRA

**Subject: Submission – RULE 50 COMPLIANCE**  
**1. Supply & Installation of Primary Communication Link**

Dear Sir,

Enclosed please find following documents for submission to SPPRA for Rule 50 Compliance.

S.No	Documents Attached	SPPRA Sr.#
01	<ol style="list-style-type: none"><li>1. Contract Evaluation Form</li><li>2. Letter of Award</li><li>3. Agreement</li><li>4. Buyers Record</li><li>5. BER</li><li>6. Financial Proposal</li><li>7. Minutes of Bid</li><li>8. Scope of Work</li><li>9. Integrity Pact</li><li>10. Email Copy</li></ol>	31847

Kindly confirm once it is get hoisted on your respective websites and subsequently please release their respective IDs for completion of tender process.

Regards,

---

Hina Awan  
Procurement Officer

# 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 \ I.T Division
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Scheduled Bank
- 3) TITLE OF CONTRACT Supply & Installation of Primary Communication Links
- 4) TENDER NUMBER SNDB\COK\ADMIN\TD\756\2017
- 5) BRIEF DESCRIPTION OF CONTRACT Supply & Installation of Primary Communication Links
- 6) FORUM THAT APPROVED THE SCHEME Procurment Committee
- 7) TENDER ESTIMATED VALUE Rs. 170,000
- 8) ENGINEER'S ESTIMATE  
(For civil works only) ---
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 Months
- 10) TENDER OPENED ON (DATE & TIME) Technical(16-03-17 at 12:00pm)Finacial(16-03-17 at 12:00pm)
- 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 07 April 2017  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER PTCL, EVP South Zone, Clifton, Blk-4, KHI.
- 16) CONTRACT AWARD PRICE Rs. 121,286 Per Branch
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). PTCL (Lowest)

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE YES  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	SSPRA ID 31847/2017
No	

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

Yes	Express, Tribune and Sindh Express at 24th February 2017
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	No

39) Date of Award of Contract: 21-06-2017

Signature & Official Stamp of  
Authorized Officer

*M-Rashid*

**M. RASHID MEMON**  
Acting Vice President  
I.T. Division  
**SINDH BANK LTD.**  
Head Office, Karachi.

**FOR OFFICE USE ONLY**

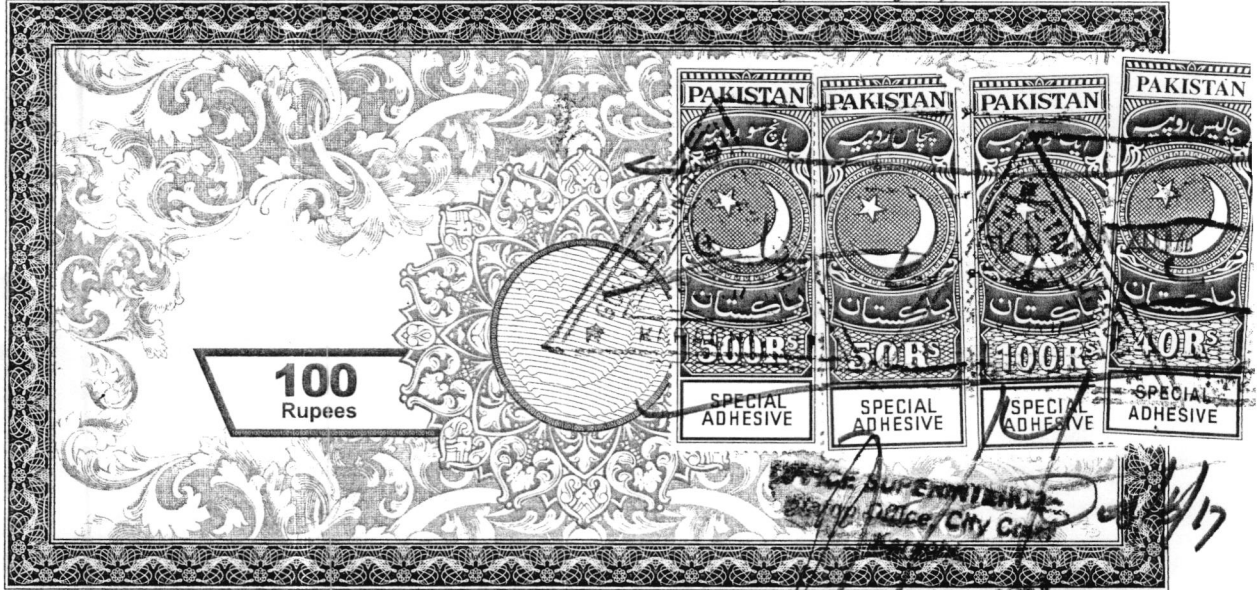
**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**

**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

Print

Save

Reset



JAMIL AKHTER SHAIKH STAMP VENDOR  
 Licence # 12, Ghaziabad, Block-M,  
 Sector 11, Orangi Town, Karachi  
 SR. NO. 18908 DATE 16-05-17  
 ISSUED TO WITH ADDRESS MR. MUZAFFARUDDIN A. SIDDIQUI  
 THROUGH WITH ADDRESS MR. ADVOCATE L #2906/H.C  
 PURPOSE  
 VALUE RS. 100/- ATTACHED  
 STAMP VENDOR SIGNATURE  
 NOT ISSUED FOR FREE WILL

16 MAY 2017

OFFICE SUPERINTENDENT  
 Stamp Office / City Circle  
 08 JUN 2017  
 (RUPEES ONE HUNDRED ONLY)

**CONTRACT**

This Agreement is made on this 21st day of JUNE 2017 ('Effective Date'),

Between

**Sindh Bank Limited** having its head office at 3<sup>rd</sup> Floor, Federation House, Clifton, Karachi (hereinafter referred to as the 'Bank' / 'Purchaser' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the one part;

And

**Pakistan Telecommunication Company Limited** having its Registered office at PTCL HQ, Block-E, Sector G-8/4, Islamabad (hereinafter called the 'Vendor' through its authorized representative which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) of the other part.

(The Purchaser / Bank and the Vendor shall hereinafter also be referred to individually as a "Party" and collectively as "Parties").

WHEREAS the Vendor is the Supplier/Service Provider of Communication Links, data connectivity services etc.

AND WHEREAS, the Bank is desirous of procuring services from the Vendor which will enable the Bank to establish data connectivity between its branches and the Head Office ('Services').

AND WHEREAS, to provision the Services, the Vendor shall install / commission the Fiber Optics/LTE/BVPN Communication Links with 2 Mbps CIR data link for 14 branches with Aggregation site at Karachi (Plot No. F/101, Block # 7, Scheme No.5, Kehkashan, Clifton, Karachi) and DR site at Lahore (Sindh Bank, Y Block, DHA, Lahore) as detailed below ('Links') on the terms and conditions laid down hereinafter, including the payment of the OTC = Rs 60,000 ('One Time Cost') to be made by the Bank against the installation and commissioning of the Links and MRC = Rs 136,500 ('Monthly Recurring Charges') against the provisioning of Services.

**Detail of Links is as follows:**

S#	Code	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0132	Mehrabpur	Nil	PKR 9,500
2	0434	Khipro	Nil	PKR 9,500
3	0435	Birani	Nil	PKR 9,500
4	0436	Sultanabad	Nil	PKR 9,500
5	0683	Village Hujra Shah Muqeem	PKR 60,000	PKR 9,500

*Att*

Assistant Manager (Legal)  
 PTCL Headquarters Islamabad

*Att*

6	0706	Gawadar	Nil	PKR 9,500
7	0430	Islamkot	Nil	PKR 9,500
8	0648	DHA Phase 6, Lahore	Nil	PKR 9,500
9		1-Link DR	Nil	PKR 13,000
10		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
11		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
12		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
13		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
14		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
<b>Sub Total</b>			<b>PKR 60,000</b>	<b>PKR 136,500</b>
<b>Grand Total (A+B)</b>			<b>PKR 196,500</b>	
<b>*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x12)</b>			<b>PKR 121,286</b>	
<b>No. of Branches</b>				

**Terms & Conditions:**

The Vendor shall establish data connectivity between the branches of the Purchaser and its Head Office or any given site /location through L3 VPNs over the Vendor's MPLS based network, by installing and commissioning of Links at the sites specified hereinabove ('Sites').

- All 14 Links must be installed and handed over within 30 days after the order of installation in Pakistan. The Purchaser shall impose a fine of Rs. 500/- per day in case of failure to deploy the Links at the Un-Installed Sites within 5 days of the Delivery Timelines with respect to such Sites and Rs. 1000/- per day will be charged in case of failure to deploy the Links at the Un-Installed Sites within 15 days of the Delivery Timelines up to maximum of Rs100,000/- per branch. Vendor will be issued a certificate of delivery /satisfaction by the purchaser which shall evidence that data connectivity at Un-Installed sites has been established with other sites.
- The One Time Installation Cost and the Monthly Recurring Costs includes all taxes, installation, software, labour including delivery charges up to the Sites on a countrywide basis.
- Within thirty (30) days, the Purchaser shall pay the Vendor agreed One Time Costs (OTC) and Monthly Recurring Charges (MRC) mentioned in Vendor proposal with respect to the Links successfully deployed at 14 Installed Sites. The Vendor shall raise an invoice with respect to the aforementioned OTC and MRC as soon as reasonably possible, however failure by the Vendor to submit a timely invoice shall not affect the Purchaser's obligation to make the payment within the reasonable time subject to vendor raising the invoice even at a later date.
- In consideration of the Services being provisioned by the Vendor, the Purchaser shall be liable to pay the Vendor as per attached list which is already mentioned in Vendor proposal as Monthly Recurring Charges ('MRC'). The accrued Monthly Recurring Charges with respect to the period starting from the 1<sup>st</sup> link installation / provisioning till the Effective Date shall be payable within 30 days.
- Subject to Clause 4, the Monthly Recurring Charges shall be payable on a quarterly basis. Effective from when circuits get commissioned in 2017, the aggregate Monthly Recurring Charges for the relevant quarter ('Aggregate Quarterly Charges') shall be payable within 30 days from the commencement of the quarter. The Vendor shall raise an invoice with respect to the aforementioned Aggregate Quarterly Charges as soon as reasonably possible.
- All the payment due hereunder shall be effected either through wire transfer to the bank account designated by the Vendor or through pay order in favour of the Vendor.
- One resident engineer shall be dedicated to the bank to resolve the day by day support issues and deployment of the project without any additional cost to the bank.
- The Bank would refund the bid security valuing Rs. 20,000/- submitted by the Vendor within 7 days from the submission of performance guarantee as per tender document.
- Vendor must provide min 98% link availability with the following clauses of down time in terms of the SLA
  - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
  - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
  - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
  - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
  - Per day Rs. 10,000 will be deducted after 48 hours
- The Vendor will provide the Bank with a performance security in the form acceptable to the Bank for an amount equivalent to 10% of the total contract price. The Bank shall release the performance security after 6 months from effective date of contract.

Assistant Manager (Legal)  
PTCL Headquarters Islamabad



11. In case of any dispute at any point the matter will be settled amicably. If the parties do not reach a settlement the dispute will be referred to a sole arbitrator to be mutually agreed by the Parties. The award of the arbitrator shall be binding and final. The arbitration proceedings will be conducted in Islamabad and under the Arbitration Act 1940 (as amended) and arbitration shall be condition precedent to any step in the legal proceedings.

12. Neither Party will be liable to the other for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable. Notwithstanding anything herein, the maximum limit of the Vendor's liability arising out of or related to this Contract, including without limitation liability for negligence, will not exceed the penalties / LD envisaged in the contract.

12.1 The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 12. In such an occurrence the Purchaser shall give not less than thirty days' written notice of termination to the Vendor:

- a. If the Vendor does not remedy the failure in the performance of their material obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
- b. If the Vendor becomes insolvent or bankrupt;
- c. If the Vendor, based on evidence gathered by the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and
- d. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty consecutive (30) days;

12.2 The Vendor may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in below paragraphs (a) and (b) of this Clause:

- a. If the Purchaser fails to pay any money/amount due to the Vendor pursuant to this Contract within the specified time;
- b. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

Upon termination (or expiry) of the Contract, the Vendor shall forthwith cease the provisioning of the Services and would be entitled to immediately retrieve all Links and parts thereof and the Purchaser shall extend full support to the representatives of the Vendor with regards to, inter alia, their entrance into the Purchaser's premises for the purpose of de-commissioning and retrieving the Links. Furthermore, immediately upon the execution of the Contract, the Purchaser shall pay the Vendor the One Time Set-Up Charges and / or Monthly Recurring Charges applicable till the date of termination or expiry of the Contract.

12.3 For the purpose of clarity any failure or delay due to Force Majeure shall not be construed as any failure or delay in the performance by either party of its obligation to commence or to continue to provide or complete any assignment in any manner and within the time period required by the terms of the Contract, shall not be a breach of this Contract, if such failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, satellite outage or malfunction, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, war, civil disorder, epidemics, quarantines, embargoes, act of terrorism, judicial act, governmental or semi-governmental act. This list is non-exhaustive.

13. If any provision of this Contract is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Contract shall remain in full force and effect. The Parties shall then attempt to find a new provision to replace the invalid or unenforceable one. The new provision shall be as close as possible to the Parties' original intentions.

14. The term of this Agreement shall be for a period of one year, which may be extendable up to 3 years commencing from the date at which the first Link is installed by the Vendor. After the successful completion of One (1) Year, the Parties shall enter into a duly executed Addendum which shall stipulate the extension of Contract on terms and conditions that may be agreed upon by the Parties at the time of such extension.

15. The Purchaser acknowledges that the ownership of all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights (collectively, the "Intellectual Property Rights") with respect to the Links or any other equipment installed by the Vendor, as well as all Intellectual Property registered by the Vendor or its affiliated companies (if any) reside in and shall remain exclusively in the original owner of the of the Intellectual Property Rights (with whom the Vendor has a contractual arrangement) or the Vendor (as the case maybe) and the Purchaser shall not take any action or commit any omission which would jeopardize in any way the rights of the Vendor and vice versa.

16. No addition or modification or variation of this Contract shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

17. Notwithstanding anything contained hereof the Vendor shall not be liable for any interruption or fault in the Services provided to the Purchaser due to any reasons attributable to the Purchaser and/or the third parties or due to any reason which may include Force Majeure or otherwise.

Assistant Manager (Legal)  
PTCL Headquarters Islamabad

- 18 The Vendor will not assign this Contract to any party without the consent of the Purchaser provided that it shall ensure that the assignee shall undertake to perform the obligations of the Vendor under this Contract.
- 19 Either Party may specifically waive any breach of this Contract by the other Party, provided that no such waiver shall be binding or effective unless in writing and no such waiver shall constitute a continuing waiver of similar or other breaches. A waiving Party may at any time, upon notice given in writing to the breaching Party, direct future compliance with the waived term or terms of this Contract, in which event the breaching Party shall comply as directed from such time forward.
- 20 Any notice, request, statement, intimation, reference or other communication provided for in this Contract shall be made in writing and shall be directed by registered mail or secured courier service or facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) days in advance.

**PTCL**

**Sindh Bank**

Attn: GM (Digital Services) South, PTCL  
Zonal Office, HatimAlvi Road, Block-4,  
Clifton, Karachi.

Attn:

All notices shall only be effective on receipt.

- 21 Notwithstanding anything contained herein, in the event of any conflict between the Contract and the Tender document, the Contract shall take precedence.

Termination of Agreement by the Bank:

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

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

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Stamp

Stamp

**Witness:**

**Witness:**

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Name \_\_\_\_\_

Name M. SAJEED KHAN

Designation \_\_\_\_\_

Designation SUP (IT)

Address \_\_\_\_\_

Address Sindh Bank

**KAMAL AHMED**  
Chief Digital Services Office  
PTCL Headquarters Islamabad

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

**SYED UZAIR AHMED**  
General Manager  
Digital Services Sales South  
PTCL Karachi.

Assistant Manager (Legal)  
PTCL Headquarters Islamabad



IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO



Tender Ref No. SNDB/COK/ADMIN/TD/756/2017  
Dated: 21-06-2017

Hozefa Shabbir Hussain  
Senior Manager (Corporate Sales)  
PTCL Corporate Services South Zone Office,  
Hatim Alvi Road Clifton,  
Karachi.

**Purchase Order for Communication Links**

Dear Hozefa,

Reference to your proposal submitted for Communication Links, after detail review the Sindh Bank Ltd Management is pleased to inform you that your Tender Bid is accepted.

Kindly proceed as per tender document to supply of Communication Link of 2 Mbps in below mentioned branches:

S#	Code	Branches/Locations	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0132	Mehrabpur	Nil	PKR 9,500
2	0434	Khipro	Nil	PKR 9,500
3	0435	Birani	Nil	PKR 9,500
4	0436	Sultanabad	Nil	PKR 9,500
5	0683	Village Hujra Shah Muqem	PKR 60,000	PKR 9,500
6	0706	Gawadar	Nil	PKR 9,500
7	0430	Islamkot	Nil	PKR 9,500
8	0648	DHA Phase 6, Lahore	Nil	PKR 9,500
9		1-Link DR	Nil	PKR 13,000

IN MEMORY OF SHAHEED MOHTARMA BENAZIR BHUTTO

  
**SINDH BANK**  
POWER TO THE PEOPLE

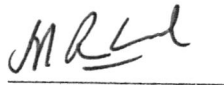
10		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
11		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
12		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
13		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
14		Off-Site ATM (For Future Provision)	Nil	PKR 9,500
<b>Sub Total</b>			<b>PKR 60,000</b>	<b>PKR 136,500</b>
<b>Grand Total (A+B)</b>			<b>PKR 196,500</b>	
<b>*Lowest Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x 12)</b>			<b>PKR 121,286</b>	
<b>No. of Branches</b>				

Note: Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan. Vendor shall install / commission the Fiber Optics/Radio/LTE/BVPN Communication Links with 2 Mbps CIR data link for 14 branches with Aggregation site at Karachi (Plot No. F/101, Block # 7, Scheme No.5, Kehkashan, Clifton, Karachi) and DR site at Lahore (Sindhbank Y Block DHA, Lahore).

Thank you,



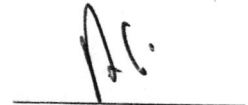
Faraz Khan  
Officer I.T. Division



M. Rashid Memon  
VP/I.T. Division



M.Saeed Khan  
SVP/I.T Division



Anis Iqbal  
SEVP/Head of I.T.


Date: 27-03-2017

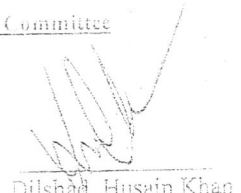
Technical & Financial Evaluation Report		
Supply and Installation of Primary Communication Links		
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/ID/756/2017
3	Tender Description	Supply and Installation of Primary Communication Links
4	Method of Procurement	Single Stage One Envelop Bidding Procedure
5	Tender Published	SPPRA S No. 31847
6	Total Bid Documents Sold	1
7	Total Bids Received	1
8	Technical Bid Opening Date	16/03/2017
9	Financial Bid Opening Date	16/03/2017
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.170,000)	Reason for Acceptance/ Rejection	Remarks
0	1	2	3	4	5	6
1	M/s PTCL	Rs /- 121,286/- (Per Branch for 1 years)	Qualified Bidder	Rs. 48,714/- below the estimated cost	Rule 48 have been compiled	

Note: M/s PTCL is selected for Supply and Installation of Primary Communication Links to Sindh Bank Ltd being the qualified bidder.

Members Signatures – Pre & Post Evaluation Committee

  
Ahsan Ali  
VP-II/Operations Div.

  
Dilshad Husain Khan  
SVP/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

# FINANCIAL PROPOSAL

*Annexure - A*

## PRICE SCHEDULE

Name of Bidder: Pakistan Telecommunication Company Limited

S#	Code	Branches/Locations	Media	Communication Link One Time Cost "A"	Communication Link Monthly Recurring Charges "B"
1	0132	Mehrabpur	Radio		
2	0434	Khipro	Radio	PKR 0	PKR 9,500
3	0435	Birani	Radio	PKR 0	PKR 9,500
4	0436	Sultanabad	Radio	PKR 0	PKR 9,500
5	0683	Village Hujra Shah Muqem	Radio	PKR 0	PKR 9,500
6	0706	Gawadar	BVPN DSL	PKR 60,000	PKR 9,500
7	0430	Islamkot	BVPN DSL	PKR 0	PKR 9,500
8	0648	DHA Phase 6, Lahore	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
9		1-Link DR	Fiber Optic	PKR 0	PKR 9,500
10		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 13,000
11		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
12		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
13		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
14		Off-Site ATM (For Future Provision)	BVPN DSL / TDD LTE	PKR 0	PKR 9,500
<b>Sub Total</b>				<b>PKR 60,000</b>	<b>PKR 9,500</b>
<b>Grand Total (A+B)</b>				<b>PKR 196,500</b>	
<b>West Evaluation Cost = Sub Total 'A' + (Sub Total 'B' x12)</b>				<b>PKR 121,286</b>	
<b>No. of Branches</b>					

This amount will be taken as the financial bid offered by the vendor.

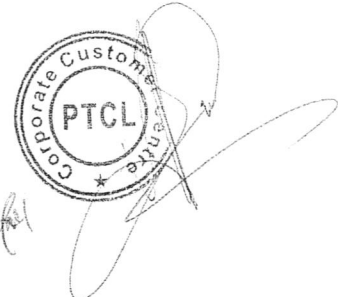
**SIGNATURE MEMBERS PC-IT**

Head - Fin Div. *[Signature]*

Head - IT Div. *[Signature]*

Member-IDSL. *[Signature]*

Date:                     







# SCOPE OF WORK

Sindh Bank Limited (SNDB) requires supply and installation of communication links in its 14 countrywide branches/sites, details are as follows:

Technical Requirement	
Requirement of Communication Link	
1	Connectivity Required For 14 Branches/Sites: (List Attached as Annexure H)
1.1	<p>2 Mbps CIR data link is required for 14 branches with aggregation site Karachi and DR site Lahore.</p> <p>SNDB require last mile network connectivity on layer 3 connectivity to create Virtual Private Network (VPN) over physical connectivity.</p> <p>Bidder should quote for all the 14 branches/sites however bidder quoting less than 12 branches/sites will not be considered and disqualified from the very outset</p> <p>Ethernet interfaces should be provided at both sides i.e branches and aggregation side.</p>
1.2	<p>Appropriate links on metro fiber for Aggregation Sites shall be provided at SNDB Office Karachi and SNDB DR Site Lahore.</p> <p>Aggregation/DR Site link cost must be covered with branch link i.e. no separate charges will be paid for Aggregation and DR site.</p> <p>Addresses for Aggregation and DR Site are as follows:</p> <p><b><u>Aggregation Site:</u></b> Sindh Bank IT Division, Plot No. F-101, Block-7, Scheme-5, Clifton, Karachi.</p> <p><b><u>DR Site:</u></b> Sindh Bank DHA Y Block Branch, Plot 159, Sector Y, Commercial Area, D.H.A, Lahore Cantt. Lahore.</p> <p>Location of 14 branches/sites are attached in tender document as Annexure H</p>
1.3	<p>Standard sealed cabling with all the accessories (UPVC piping) should be used at branch and aggregation ends to terminate the link within the branch building/premises.</p> <p>Service provider will be responsible for the transportation, boarding &amp; lodging of its engineering/support team at all sites without any additional cost to SNDB.</p> <p>Link must be installed and handed over within 20 days after the order of installation anywhere in Pakistan.</p>
1.4	<p>Bidder should have its own MPLS or equivalent Network at core end to provide Layer 3 connectivity i.e. IP based connectivity on SNDB branches and SNDB Aggregation Sites.</p> <p>Link must have the capability of data bandwidth up gradation for future expansion requirements.</p> <p>In case branch shifted from temporary to permanent location within city. Vendor will responsible to move the link on permanent location without any additional cost to bank.</p>

The proposed solution must comply with PTA regulations for IT Infrastructure Security for all types of processes. The bidder should have all necessary licenses from PTA for data communications.

**Note:**

- In order to qualify, all Technical requirements as mentioned above must be met. Fail to qualify a single requirement will result disqualification.
- Any miss-commitment may lead to disqualify even after the award of contract and onus will lie on the bidder.
- In case of service provider has failed to provide the required service to the desired standards SNDB has the right to cancel the services on one month notice period and arrange the required services from other service provider.
- 98% uptime would be required and selected bidder will sign SLA with appropriate penalty clauses:
  - Equal or more than 6 hours and less than 12 hours = Rs. 1000 deducted
  - Equal or more than 12 hours and less than 18 hours = Rs. 2000 deducted
  - Equal or more than 18 hours and less than 24 hours = Rs. 4000 deducted
  - Equal or more than 24 hours and less than 48 hours = 10,000 deducted
  - Per day Rs. 10,000 will be deducted after 48 hours


- Formula for selecting lowest Financial Bid Value:

$$\text{Bid Value} = \frac{\text{One Time Cost} + (12 \times \text{Monthly Recurring Charges})}{\text{No of Branches}}$$

OTC = One Time Cost

MRC = Monthly Recurring Charges

**Contract agreement is extendable / renewable upto 3 years only on mutual understanding on same terms & conditions and rates.**



Danish Shaukat  
Officer IT Div.



Athar Nabi  
Officer IT Div.



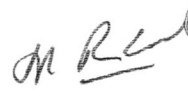
M. Faraz Khan  
Officer IT Div.



Farhan Amir  
Officer Admin Div.



Kamal Rashid  
Officer Operation Div.



M. Rashid Memon  
VP /IT Div.

Annexure "D"



Pakistan Telecommunication  
Company Ltd., EVP (Business  
South Zone, Hatim Alvi Road,  
Clifton Block-4, Karachi.  
www.ptcl.com.pk

**INTEGRITY PACT**

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

Pakistan Telecommunication Company Limited (PTCL) 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, PTCL represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

**For and On Behalf Of**

Pakistan Telecommunication Company Limited

Signature: 

Name: Hozefa Tajani

NIC No: 42000-0189803-7

**Communication Link**

S.No.	COMPANY NAME	AMOUNT	PO NO	BANK NAME
1	PTCL	300	04872262	NBP
<b>Total</b>		<b>300/-</b>		